

<i>SERFF Tracking Number:</i>	<i>FRCS-127284907</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life and Annuity Insurance Company</i>	<i>State Tracking Number:</i>	<i>49129</i>
<i>Company Tracking Number:</i>	<i>5558</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>OShare Variable Annuity Riders</i>		
<i>Project Name/Number:</i>	<i>Hartford/62/62</i>		

Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: O'Share – Variable Annuity SERFF Tr Num: FRCS-127284907 State: Arkansas

Riders

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Approved- State Tr Num: 49129
Variable Closed

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 5558

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Exselsa Cartwright, Sean Disposition Date: 08/09/2011

Cox, Jana Finlay, Kevin Wiggs

Date Submitted: 06/23/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Hartford/62

Status of Filing in Domicile: Not Filed

Project Number: 62

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Not yet submitted.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 08/09/2011

State Status Changed: 06/29/2011

Deemer Date:

Created By: Jana Finlay

Submitted By: Kevin Wiggs

Corresponding Filing Tracking Number:

Filing Description:

We have been retained by Hartford Life and Annuity Insurance Company to file the enclosed captioned Individual Annuity policy forms for approval in your State.

Our fee of \$350 has been sent by EFT on this same date.

These forms are new and do not replace any previously approved forms.

These forms will be used with the Company's previously approved Individual Variable Annuity Contracts and related

SERFF Tracking Number: FRCS-127284907 State: Arkansas
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Project Name/Number: Hartford/62/62

forms as described below.

Please note that except for the form numbers and Company reference, these forms are identical to the forms that we are submitting concurrently via a separate filing on behalf of the Hartford Life Insurance Company. We suggest that you review the two submissions together.

Contract Specifications: SP-OSHA-11. This is an alternate Contract Specifications for use with the Company's Individual Variable Annuity Contract LA-VA03. Approval information is noted below. While these new specifications pages are very similar to the recently approved versions, the key difference is that they have been revised to reflect new calculations for the charges with breakpoints.

Premium Based Charge Rider: LA-PBCR-11. The Premium Based Charge is designed to compensate the Company for a portion of their acquisition expenses, including promotion and distribution of the new product. While this new rider is very similar to the previously approved version of this rider (Distribution Charge Rider), the key difference is that this form now references Premium Based Charge instead of Distribution Charge. This will be used with the Company's previously approved Individual Variable Annuity Contract LA-VA03, coupled with Contract Specifications page SP-OSHA-11 described above.

The policy forms listed below will be used with any of the Individual Variable Annuity Contracts noted in the approval information.

Standard Death Benefit Rider II: LA-SDB2-11 This is the standard death benefit which is available under the contract at no charge. This rider provides a Guaranteed Minimum Death Benefit that replaces the standard death benefit provided in the Contract. While this new rider is very similar to the recently approved version of this rider, the key difference is that this form now references Premium Based Charge instead of Distribution Charge.

Return of Premium Death Benefit Rider IV: LA-ROP-11.1 This is an optional death benefit which may be elected for an additional charge. This rider provides a Guaranteed Minimum Death Benefit that replaces the standard death benefit provided in the Contract. While this new rider is very similar to the recently approved version of this rider, the key difference is that it has been revised to reflect new calculations, and now references Premium Based Charge instead of Distribution Charge.

Maximum Anniversary Value Death Benefit Rider IV: LA-MAV-11.1 This is an optional death benefit rider which may be elected for an additional charge. This rider provides a death benefit payable before the Annuity Commencement Date of an amount equal to the greater of Premium Payments adjusted for Partial Surrenders and transfers to other Account(s), or the Maximum Anniversary Value upon the death of any Owner or Annuitant. While this new rider is very similar to the recently approved version of this rider, the key difference is that it has been revised to reflect new calculations, and now references Premium Based Charge instead of Distribution Charge.

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Guaranteed Minimum Withdrawal Benefit Plus Rider II (Single Life): LA-GMWBSP-11.1 and Guaranteed Minimum Withdrawal Benefit Plus Rider II (Joint Life/Spousal): LA-GMWBJP-11.1 These are optional riders which may be elected for an additional charge. They provide lifetime guaranteed minimum withdrawal benefits with possible Market Increases and a Deferral Bonus. The Company intends to offer both a "single life" and "joint life" version. While these new riders are very similar to the recently approved versions of this rider, the key difference is that the riders have been revised to reflect new calculations.

Below is a list of the previously approved Individual Variable Annuity Contracts:

LA-VA03 approved by your state on 01/21/2003.

LA-ASHARE03 approved by your state on 01/29/2003.

LA-NCDSC03 approved by your state on 02/20/2003.

We have enclosed Actuarial Memorandums which provide additional information for each of the above policy forms.

The bracketed items are variable and may be modified on a non-discriminatory basis. We have enclosed Statements of Variables for the above documents (as applicable) which describes the bracketing parameters. Please note that the signatures have been bracketed on all riders to allow for future changes.

These forms will be used for both qualified and non-qualified markets and will be sold by professional, licensed agents in connection with retirement planning.

Since these forms will be used with SEC registered product(s), the Company believes the forms are exempt from the language simplification requirements of your state.

Unless otherwise informed, the Company reserves the right to alter the layout, format, color and typeface of these forms.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Company and Contact

Filing Contact Information

Jana Finlay, Senior Compliance Specialist
1020 Central

jana.finlay@firstconsulting.com
800-927-2730 [Phone] 2741 [Ext]

SERFF Tracking Number: FRCS-127284907 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49129
Company Tracking Number: 5558
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: OShare Variable Annuity Riders
Project Name/Number: Hartford/62/62

Suite 201 816-391-2755 [FAX]
Kansas City, MO 64105

Filing Company Information

(This filing was made by a third party - FC01)

Hartford Life and Annuity Insurance Company CoCode: 71153 State of Domicile: Connecticut
200 Hopmeadow Street Group Code: 91 Company Type:
Simsbury, CT 06089 Group Name: Hartford Life Group State ID Number:
(414) 977-1503 ext. [Phone] FEIN Number: 39-1052598

Filing Fees

Fee Required? Yes
Fee Amount: \$350.00
Retaliatory? No
Fee Explanation: AR fee of \$50 per form (7) = \$350
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Annuity Insurance Company	\$350.00	06/23/2011	49060631

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Product Name: OShare Variable Annuity Riders
Project Name/Number: Hartford/62/62

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/09/2011	08/09/2011
Approved-Closed	Linda Bird	06/29/2011	06/29/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Premium Based Charge Rider	Kevin Wiggs	08/04/2011	08/04/2011
Supporting Document	Life & Annuity - Acturial Memo	Kevin Wiggs	08/04/2011	08/04/2011
Supporting Document	Revised PBCR Rider with Changes Marked	Kevin Wiggs	08/04/2011	08/04/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to Re-Open	Note To Filer	Linda Bird	08/03/2011	08/03/2011
Request to Re-Open	Note To Reviewer	Kevin Wiggs	08/02/2011	08/02/2011

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Company Tracking Number: *5558*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *OShare Variable Annuity Riders*
Project Name/Number: *Hartford/62/62*

Disposition

Disposition Date: 08/09/2011

Implementation Date:

Status: Approved-Closed

Comment: Corrections made to the original submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-127284907 State: Arkansas

Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49129

Company Tracking Number: 5558

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: OShare Variable Annuity Riders

Project Name/Number: Hartford/62/62

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Statements of Variability		Yes
Supporting Document	Revised PBCR Rider with Changes Marked		Yes
Form	Contract Specifications		Yes
Form	Guaranteed Minimum Withdrawal Benefit Plus Rider II (Joint Life/Spousal)		Yes
Form	Guaranteed Minimum Withdrawal Benefit Plus Rider II (Single Life)		Yes
Form	Maximum Anniversary Value Death Benefit Rider IV		Yes
Form (revised)	Premium Based Charge Rider		Yes
Form	Premium Based Charge Rider	Replaced	Yes
Form	Return of Premium Death Benefit Rider IV		Yes
Form	Standard Death Benefit Rider II		Yes

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Filing Company: *Hartford Life and Annuity Insurance Company* *State Tracking Number:* *49129*
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TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *OShare Variable Annuity Riders*
Project Name/Number: *Hartford/62/62*

Disposition

Disposition Date: 06/29/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49129

Company Tracking Number: 5558

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: OShare Variable Annuity Riders

Project Name/Number: Hartford/62/62

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Statements of Variability		Yes
Supporting Document	Revised PBCR Rider with Changes Marked		Yes
Form	Contract Specifications		Yes
Form	Guaranteed Minimum Withdrawal Benefit Plus Rider II (Joint Life/Spousal)		Yes
Form	Guaranteed Minimum Withdrawal Benefit Plus Rider II (Single Life)		Yes
Form	Maximum Anniversary Value Death Benefit Rider IV		Yes
Form (revised)	Premium Based Charge Rider		Yes
Form	Premium Based Charge Rider	Replaced	Yes
Form	Return of Premium Death Benefit Rider IV		Yes
Form	Standard Death Benefit Rider II		Yes

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Amendment Letter

Submitted Date: 08/04/2011

Comments:

Subsequent to your approval on 6/29/2011, the Company revised the Premium Based Charge Rider. Specifically, they revised the Premium Based Charge provision found at the bottom of page 1. The form number has changed to LA-PBCR-11.1. No copies of the previously approved rider have been issued by the Company.

We ask that you please substitute the previously approved rider with the one attached below. A marked copy showing the change has been included for information.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Kevin Wiggs
 Senior Compliance Specialist
 (800) 927-2730 Ext. 2736
 kevin.wiggs@firstconsulting.com

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
LA-PBCR-11.1	Policy/Contr act/Fraternal Based Certificate: Charge Amendment, Rider Insert Page, Endorsement or Rider	Premium	Initial				0.000	LA-PBCR-11.1.pdf

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Acturial Memo

Comment:

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CW LA GMWB - ACT MEMO.pdf

CW LA SDB,MAV,ROP - ACT MEMO.pdf

CW LA OSHARE, LA-PBCR - ACT MEMO.pdf

User Added -Name: Revised PBCR Rider with Changes Marked

Comment:

LA-PBCR-11.1 Marked Copy.pdf

SERFF Tracking Number: *FRCS-127284907* *State:* *Arkansas*
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Company Tracking Number: *5558*
TOI: *A03I Individual Annuities - Deferred Variable* *Sub-TOI:* *A03I.002 Flexible Premium*
Product Name: *OShare Variable Annuity Riders*
Project Name/Number: *Hartford/62/62*

Note To Filer

Created By:

Linda Bird on 08/03/2011 08:54 AM

Last Edited By:

Linda Bird

Submitted On:

08/03/2011 08:55 AM

Subject:

Request to Re-Open

Comments:

Filing has been re-opened in order for correction to be made.

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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: OShare Variable Annuity Riders
Project Name/Number: Hartford/62/62

Note To Reviewer

Created By:

Kevin Wiggs on 08/02/2011 10:14 AM

Last Edited By:

Kevin Wiggs

Submitted On:

08/02/2011 04:17 PM

Subject:

Request to Re-Open

Comments:

Subsequent to your approval of this filing, the Company revised the Premium Based Charge Rider. Specifically, they revised the Premium Based Charge provision found at the bottom of page 1.

On behalf of the Company, we would like to request that you re-open this filing so that we can substitute the old version with the corrected one.

The form number has changed to LA-PBCR-11.1. No copies of the previously approved rider have been issued by the Company.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Kevin Wiggs

Senior Compliance Specialist

(800) 927-2730 Ext. 2736

kevin.wiggs@firstconsulting.com

SERFF Tracking Number: FRCS-127284907 State: Arkansas

Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49129

Company Tracking Number: 5558

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: OShare Variable Annuity Riders

Project Name/Number: Hartford/62/62

Form Schedule

Lead Form Number: SP-OSHARE-11

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SP-OSHARE-11	Schedule Pages	Contract Specifications	Initial		0.000	SP-OSHARE-11.pdf
	LA-GMWBJP-11.1	Policy/Contract	Guaranteed Minimum Withdrawal Benefit Plus Rider II Certificate: (Joint Life/Spousal) Amendment, Insert Page, Endorsement or Rider	Initial		0.000	LA-GMWBJP-11.1.pdf
	LA-GMWBSP-11.1	Policy/Contract	Guaranteed Minimum Withdrawal Benefit Plus Rider II Certificate: (Single Life) Amendment, Insert Page, Endorsement or Rider	Initial		0.000	LA-GMWBSP-11.1.pdf
	LA-MAV-11.1	Policy/Contract	Maximum Anniversary Value Death Benefit Rider Certificate: IV Amendment, Insert Page, Endorsement or Rider	Initial		0.000	LA-MAV-11.1.pdf
	LA-PBCR-	Policy/Contract	Premium Based	Initial		0.000	LA-PBCR-

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11.1	ract/Fratern Charge Rider			11.1.pdf
	al			
	Certificate:			
	Amendmen			
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			
LA-ROP-11.1	Policy/Cont Return of Premium	Initial	0.000	LA-ROP-11.1.pdf
	ract/Fratern Death Benefit Rider			
	al IV			
	Certificate:			
	Amendmen			
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			
LA-SDB2-11	Policy/Cont Standard Death	Initial	0.000	LA-SDB2-11.pdf
	ract/Fratern Benefit Rider II			
	al			
	Certificate:			
	Amendmen			
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			

CONTRACT SPECIFICATIONS

CONTRACT NUMBER	[SPECIMEN]	CONTRACT ISSUE DATE	[SEPTEMBER 14, 2009]
NAME OF ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[JANUARY 1, 2039]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$2,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
CONTINGENT ANNUITANT	[PAUL SCOTT]		
DESIGNATED BENEFICIARY	[ANN SCOTT]		
CONTRACT OWNER	[JAMES SCOTT]		

DESCRIPTION OF BENEFITS

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [HARTFORD LIFE AND ANNUITY INSURANCE COMPANY SEPARATE ACCOUNT SEVEN]

MORTALITY AND EXPENSE RISK CHARGE: [0.50%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ANNUAL MAINTENANCE FEE: \$[0] IF THE CONTRACT VALUE IS [\$50,000] OR MORE ON THE CONTRACT ANNIVERSARY. [\$50] IF THE CONTRACT VALUE IS LESS THAN [\$50,000] ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED.

PREMIUM BASED CHARGE: WE WILL APPLY AN ANNUAL PREMIUM BASED CHARGE AGAINST EACH PREMIUM PAYMENT MADE TO THIS CONTRACT. THE PREMIUM CHARGE WILL APPLY TO EACH PREMIUM PAYMENT THAT HAS BEEN INVESTED FOR [7] YEARS OR LESS. AN ANNUAL PREMIUM BASED CHARGE SHOWN BELOW WILL BE DEDUCTED FROM THE CONTRACT VALUE ON THE CONTRACT ANNIVERSARY BASED ON REMAINING GROSS PREMIUMS. EACH PREMIUM PAYMENT HAS ITS OWN [7] YEAR PREMIUM BASED CHARGE SCHEDULE AND IS ASSIGNED A PREMIUM BASED CHARGE BREAKPOINT AMOUNT BASED ON THE CURRENT DEPOSIT PLUS THE GREATER OF: A) THE TOTAL BALANCE AS OF THE IMMEDIATELY PRECEDING VALUATION DATE; OR B) CUMULATIVE DEPOSITS PREVIOUSLY RECEIVED LESS PRIOR WITHDRAWALS, BUT NOT LESS THAN ZERO. .

IF A SUBSEQUENT PREMIUM PAYMENT BRINGS THE CUMULATIVE TOTAL TO A NEW BREAKPOINT, ONLY THAT PREMIUM PAYMENT WILL RECEIVE THE NEW BREAKPOINT PREMIUM BASED CHARGE. THE PRIOR PREMIUM PAYMENT(S) WILL MAINTAIN THE ORIGINAL BREAKPOINT PREMIUM BASED CHARGE APPLIED AT THE TIME SUCH PREMIUM PAYMENT(S) WAS PAID. A PROPORTIONATE AMOUNT OF THE PREMIUM BASED CHARGE WILL BE DEDUCTED FOR ANY PORTION OF PREMIUM PAYMENT THAT IS SUBJECT TO THE CHARGE, BUT IS NOT HELD UNDER THE CONTRACT FOR THE FULL APPLICABLE CONTRACT YEAR. PREMIUM PAYMENTS ARE SURRENDERED IN THE ORDER IN WHICH THEY ARE RECEIVED.

[7] Year Premium Based Charge will apply to each Premium Payment

PREMIUM BASED CHARGE BREAKPOINT AMOUNT

[\$0 - \$49,999.99]
[\$50,000.00 - \$99,999.99]
[\$100,000.00 - \$249,999.99]
[\$250,000.00 - \$499,999.99]
[\$500,000.00 - \$999,999.99]
[\$1,000,000.00+]

[7] YEAR PREMIUM BASED CHARGE

[0.71%]
[0.64%]
[0.50%]
[0.35%]
[0.28%]
[0.17%]

CONTRACT SPECIFICATIONS

CONTINGENT DEFERRED SALES CHARGE (CDSC): WE MAY ASSESS A CDSC WHEN YOU REQUEST A FULL OR PARTIAL SURRENDER. THE CDSC IS BASED ON THE AMOUNT YOU CHOOSE TO SURRENDER AND HOW LONG YOUR PREMIUM PAYMENTS HAVE BEEN IN THE CONTRACT. EACH PREMIUM PAYMENT HAS ITS OWN CDSC SCHEDULE AND IS ASSIGNED A CDSC BREAKPOINT AMOUNT BASED ON THE CURRENT DEPOSIT PLUS THE GREATER OF: A) THE TOTAL BALANCE AS OF THE IMMEDIATELY PRECEDING VALUATION DATE; OR B) CUMULATIVE DEPOSITS PREVIOUSLY RECEIVED LESS PRIOR WITHDRAWALS, BUT NOT LESS THAN ZERO. .

IF A SUBSEQUENT PREMIUM PAYMENT BRINGS THE CUMULATIVE TOTAL TO A NEW BREAKPOINT, ONLY THAT PREMIUM PAYMENT WILL RECEIVE THE NEW BREAKPOINT CDSC. THE PRIOR PREMIUM PAYMENT(S) WILL MAINTAIN THE ORIGINAL BREAKPOINT CDSC APPLIED AT THE TIME SUCH PREMIUM PAYMENT(S) WAS PAID. PREMIUM PAYMENTS ARE SURRENDERED IN THE ORDER IN WHICH THEY ARE RECEIVED. AMOUNTS WITHDRAWN IN EXCESS OF THE AWA ARE SUBJECT TO CDSC. THE AMOUNT ASSESSED A CDSC WILL NOT EXCEED YOUR REMAINING GROSS PREMIUMS AS DEFINED ABOVE. NO CDSC WILL BE ASSESSED IF ONLY THE AWA IS TAKEN, OR ELIGIBILITY REQUIREMENTS ARE MET FOR THE WAIVER OF THE CDSC.

FOR ANY SURRENDER, THE AMOUNT SUBJECT TO CDSC WILL BE CALCULATED AT THE TIME OF WITHDRAWAL BY DIVIDING (A) BY (B) MULTIPLIED BY (C) WHERE:

(A) = THE GROSS WITHDRAWAL AMOUNT MINUS THE AWA

(B) = THE CONTRACT VALUE MINUS THE AWA

(C) = THE RGP SUBJECT TO CDSC

THE PERCENTAGES USED TO CALCULATE THE CDSC ARE EQUAL TO:

CDSC SCHEDULE PER PREMIUM PAYMENT

CDSC Breakpoint Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 and thereafter
[\$0 - \$49,999.99]	[7%]	[7%]	[7%]	[6%]	[5%]	[4%]	[3%]	[0%]
[\$50,000.00 - \$99,999.99]	[6.5%]	[6.5%]	[6.5%]	[5.5%]	[4.5%]	[3.5%]	[2.5%]	[0%]
[\$100,000.00 - \$249,999.99]	[5%]	[5%]	[5%]	[4%]	[3.5%]	[3%]	[2%]	[0%]
[\$250,000.00 - \$499,999.99]	[3.5%]	[3.5%]	[3.5%]	[3%]	[2.5%]	[2%]	[1%]	[0%]
[\$500,000.00 - \$999,999.99]	[3%]	[3%]	[3%]	[2.5%]	[2%]	[1.5%]	[1%]	[0%]
[\$1,000,000.00+]	[2%]	[2%]	[2%]	[1.5%]	[1.5%]	[1%]	[1%]	[0%]

ANNUAL WITHDRAWAL AMOUNT (AWA): THE AMOUNT THAT CAN BE WITHDRAWN IN ANY CONTRACT YEAR WITHOUT INCURRING A CONTINGENT DEFERRED SALES CHARGE (CDSC). THIS EQUALS THE FOLLOWING 2 COMPONENTS: 1) REMAINING GROSS PREMIUMS THAT ARE BEYOND THE CDSC PERIOD (100% OF REMAINING GROSS PREMIUMS MADE MORE THAN [7] YEAR(S) AGO); PLUS 2) THE FREE WITHDRAWAL WHICH IS THE GREATER OF (A) OR (B) WHERE:

(A) = CONTRACT VALUE AS OF THE WITHDRAWAL DATE MINUS REMAINING GROSS PREMIUMS.

(B) = [5%] OF PREMIUM PAYMENTS MADE DURING EACH OF THE LAST [7] YEAR(S) PRIOR TO WITHDRAWAL PER CONTRACT YEAR ON A NONCUMULATIVE BASIS.

AWA FORMULA:

AWA = REMAINING GROSS PREMIUMS NO LONGER SUBJECT TO CDSC + MAXIMUM (EARNINGS, [5%] OF PREMIUM PAYMENTS STILL SUBJECT TO CDSC) WHERE:

- REMAINING GROSS PREMIUMS (RGP) = TOTAL PREMIUM PAYMENTS – CUMULATIVE PRIOR WITHDRAWALS SUBJECT TO CDSC AT THE TIME OF WITHDRAWAL; AND
- EARNINGS = MAXIMUM (CONTRACT VALUE – RGP, 0).

MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

GUARANTEED MINIMUM WITHDRAWAL BENEFIT PLUS RIDER II
(Joint Life/Spousal)

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides lifetime guaranteed minimum withdrawal benefits with possible Market Increases and a Deferral Credit to the Payment Base.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Annual Payment Base Cap – The maximum annual percentage that the Payment Base may be increased by due to a Market Increase or Deferral Credit is [Not Applicable].

Covered Life - The Contract Owner (provided the Contract Owner is a person) and the Contract Owner's spouse (provided the spouse is a joint Contract Owner or Beneficiary who is eligible for spousal continuance). The Annuitant (provided the Contract Owner is not a natural person) and the Annuitant's spouse (provided the spouse is a Beneficiary who is eligible for spousal continuance).

Deferral Credit - The sum We will add to Your Payment Base on each Contract Anniversary during the effective Deferral Credit Period when a Market Increase does not occur on such Contract Anniversary.

Deferral Credit Base – The basis for determining the Deferral Credit.

Deferral Credit Period – The Deferral Credit Period commences on the Rider Effective Date. The Deferral Credit Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, (b) the Valuation Day that You take Your first Partial Surrender (including Your first Lifetime Benefit Payment or Threshold Payment); or (c) the Valuation Day that You first transfer any Contract Value to Other Account(s) in excess of the Transfer Limit. Once the Deferral Credit Period ends, it cannot be re-started.

Lifetime Benefit Payment - A Partial Surrender equal to the applicable Withdrawal Percentage multiplied by the Payment Base taken during any Contract Year on or after the Lifetime Income Eligibility Date.

Lifetime Income Eligibility Date - The Valuation Day when the youngest Covered Life has an attained age of [59 1/2].

Market Increase - A potential increase to Your Payment Base equal to the Contract Value prior to the deduction of the Rider Charge due to market performance. A potential increase to Your Payment Base is determined on each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday.

Maximum Rider Issue Age – No Covered Life may be [81] years old or older on the Rider Effective Date.

Other Account(s) - Any investment vehicle(s) offered and authorized by Us that We designate by rider from time-to-time. Other Account(s) excludes the Sub-Account(s) and Fixed Account, if applicable.

Partial Surrender - Any withdrawal of Contract Value which may be subject to charges, if applicable.

Payment Base - The basis for determining the Threshold Payment, Lifetime Benefit Payment, Transfer Limit, and Rider Charge.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date - The last to occur of the following: (a) the Valuation Day that We receive Due Proof of Death of the Contract Owner, joint Contract Owner or Annuitant; or (b) Annuity Commencement Date.

Threshold Payment – A Partial Surrender equal to [4.5%] multiplied by the Payment Base taken during any Contract Year prior to the Lifetime Income Eligibility Date.

Transfer Limit – An amount used to determine the change in the Payment Base and Deferral Credit Base, if applicable, following a Transfer to Other Account(s) in any Contract Year.

Withdrawal Percentage – The percentage of Your Payment Base that You may withdraw in the form of a Lifetime Benefit Payment. Your Withdrawal Percentage is set based on the attained age of the youngest Covered Life based on the following schedule:

Relevant Covered Life's Attained Age (Age Band)	Withdrawal Percentage
[59 ½ - 90+	[4.5%]

The Withdrawal Percentage will be set at the time of Your first Lifetime Benefit Payment or Partial Surrender based on the attained age of the youngest Covered Life. Your Withdrawal Percentage may increase based on the current attained age of the youngest Covered Life if You have not taken any Partial Surrenders. The Withdrawal Percentage will reset based on the current attained age of the youngest Covered Life provided there is a Market Increase and a new age band has been reached.

PAYMENT BASE

If You elect this rider on the Contract Issue Date, then Your initial Payment Base is equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Payment Base is equal to Your Contract Value as of the Rider Effective Date. Your Payment Base is calculated without deduction for sales charges, if any.

Your Payment Base may be reset each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday. The reset is equal to the greater of (A) or the sum of (B) and (C); subject to a maximum (D) where:

A = Market Increase.

B = Your current Payment Base.

C = The Deferral Credit, if applicable.

D = Your Current Payment Base * (1 + Annual Payment Base Cap), if applicable.

Your Payment Base may be increased when any of the following events occur:

- a) Subsequent Premium Payments are made;
- b) Transfers from Other Account(s) are made; and/or
- c) Contract Anniversary.

In no event shall Your Payment Base exceed [\$5,000,000].

Your Payment Base may be decreased when You take Partial Surrenders or make Transfers into Other Account(s) in accordance with the provisions captioned in the "Partial Surrenders & Transfers" section below.

DEFERRAL CREDIT

On each Contract Anniversary during the effective Deferral Credit Period, We may apply a Deferral Credit to Your Payment Base. The Deferral Credit will equal [6%] of the Deferral Credit Base, as of the Valuation Day prior to each Contract Anniversary during the effective Deferral Credit Period. The Deferral Credit percentage will not change during the effective Deferral Credit Period.

If You elect this rider on the Contract Issue Date, then Your initial Deferral Credit Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Deferral Credit Base is Your Contract Value as of the Rider Effective Date. Your Deferral Credit Base is calculated without deduction for charges, if any.

Your Deferral Credit Base will be reset on each Contract Anniversary during the effective Deferral Credit Period to equal to the greater of:

- a) Payment Base when a Market Increase to the Payment Base occurs; or
- b) Your Deferral Credit Base on the Valuation Day prior to each Contract Anniversary during the effective Deferral Credit Period;

Your Deferral Credit Base is increased by the dollar amount of:

- a) Subsequent Premium Payments; and/or
- b) Transfer(s) from Other Account(s)

that is made during the effective Deferral Credit Period.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Deferral Credit Period that are equal to or less than the Transfer Limit, Your Deferral Credit Base will be reduced on a dollar-for-dollar basis.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Deferral Credit Period that are greater than the Transfer Limit, such Transfers will cause the Deferral Credit Period to end and the Deferral Credit Base becomes zero.

LIFETIME BENEFIT PAYMENT

Your Lifetime Benefit Payment is equal to Your applicable Withdrawal Percentage multiplied by Your then current Payment Base.

Your Lifetime Benefit Payment will be set on the later of Your Rider Effective Date or the Lifetime Income Eligibility Date. Your Lifetime Benefit Payment prior to the Rider Maturity Date may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) On the birthday where the youngest Covered Life has attained an age that results in a new Age Band;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- d) When a Transfer from Other Account(s) has been made;
- e) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- f) When there is a change in the Covered Life or Spousal Continuation.

If Your Lifetime Benefit Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Benefit Payment.

THRESHOLD PAYMENT

Your Threshold Payment is equal to [4.5%] multiplied by Your then current Payment Base. Your Threshold Payment will cease on the Lifetime Income Eligibility Date whereupon Lifetime Benefit Payments will be available to You.

Your Threshold Payment will be set on the Your Rider Effective Date and may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- c) When a Transfer from Other Account(s) has been made;
- d) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- e) When there is a change in the Covered Life or Spousal Continuation.

If Your Threshold Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Threshold Payment.

TRANSFER LIMIT

The Transfer Limit is used to determine the change in the Payment Base and Deferral Credit Base following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal Your applicable Withdrawal Percentage multiplied by Your then current Payment Base. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset under the following circumstances:

- a) On the Rider Effective Date
- b) On the Contract Anniversary;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- d) When a Transfer to Other Account(s) has been made;
- e) When a Transfer from Other Account(s) has been made;
- f) On the birthday where the youngest Covered Life has attained an age that results in a new Age Band; and/or
- g) When there is a change in the Covered Life or Spousal Continuation.

PARTIAL SURRENDERS & TRANSFERS

Your Payment Base may be reduced by Partial Surrenders and/or Transfer(s) to Other Account(s) based on the circumstances described below:

1. Prior to the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Threshold Payment, Your Payment Base will be reduced on a dollar-for-dollar basis.
- b) For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Threshold Payment, the adjustment is the dollar amount of the Partial Surrender that does not exceed the Threshold Payment. For the portion of the Partial Surrender that exceeds the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Threshold Payment;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Threshold Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- c) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

- d) Any remaining available Threshold Payment during a Contract Year may not be carried over to future Contract Years.
- e) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- f) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:
 $1 - (A/(B-C))$ where:
 A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;
 B = Contract Value immediately prior to the Transfer to Other Account(s); and
 C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.
- g) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:
 $1 - (A/B)$ where:
 A = The amount of the Transfer to Other Account(s); and
 B = Contract Value immediately prior to the Transfer to Other Account(s).
- h) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

2. After the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Lifetime Benefit Payment, Your Payment Base will not be reduced.
- b) For cumulative Partial Surrenders during the Contract Year that exceed the Lifetime Benefit Payment that were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, Your Payment Base will not be reduced.
- c) For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Lifetime Benefit Payment, and the RMD exception above does not apply, We will reduce Your Payment Base by the following factor with respect to that portion of Your Partial Surrender that exceeds the current Lifetime Benefit Payment:
 $1 - (A/(B-C))$ where:
 A = The amount of the Partial Surrender(s) during the Contract Year in excess of the current Lifetime Benefit Payment;
 B = Contract Value immediately prior to the Partial Surrender(s); and
 C = The current Lifetime Benefit Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the current Lifetime Benefit Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender(s); and

B = Contract Value immediately prior to the Partial Surrender(s).

- e) Any remaining available Lifetime Benefit Payment during a Contract Year may not be carried over to future Contract Years.
- f) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- g) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

- h) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

- i) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

The following are the effects of a Covered Life change if Your spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

1. The surviving spouse becomes the new Contract Owner and the new Covered Life on the effective Valuation Day of the spousal continuation.
2. The surviving spouse may continue the Contract and We will continue this rider with respect to all benefits, at the then current Rider Charge.
3. The Payment Base will be set equal to the greater of the Contract Value or the Payment Base on the continuation date.
4. The Deferral Credit Base will be set equal to the greater of the Contract Value or the Deferral Credit Base on the continuation date.

5. The Deferral Credit feature will continue, if applicable.
6. The Deferral Credit Period will not reset; the Deferral Credit Period will continue uninterrupted.
7. The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and Withdrawal Percentage will be recalculated on the continuation date based on the youngest Covered Life's attained age on the effective Valuation Day of the spousal continuation. The Lifetime Benefit Payment, Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the trade date of the spousal continuation multiplied by the Withdrawal Percentage. The full amount of the recalculated Lifetime Benefit Payment, or Threshold Payment, and Transfer Limit, will be available for the remainder of the Contract Year.
8. If there was a Partial Surrender since the Rider Effective Date, the Withdrawal Percentage will remain at the current percentage. If there has not been a Partial Surrender since the Rider Effective Date, the Withdrawal Percentage will be based on the attained age of the remaining Covered Life at the time of Spousal Continuation.
9. The Contract Owner may not name a new Contract Owner.
10. The Contract Owner may name a new Beneficiary.
11. This rider will terminate upon the death of the surviving Covered Life.
12. If the age of the new Covered Life is greater than the Maximum Rider Issue Age at the time of the continuation, We will terminate this rider.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life may result in the recalculation or termination of the benefits provided under this rider. The following are the effects of a change in a Covered Life:

1. If the attained age of the oldest Covered Life on the effective Valuation Day of the Covered Life change is greater than the Maximum Rider Issue Age, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
2. If the attained age of the oldest Covered Life in effect on the effective Valuation Day of the Covered Life change is less than or equal to the Maximum Rider Issue Age, the following options apply:
 - a) Covered Life changes within the first [6] months from the Contract Issue Date will have no impact on the Payment Base or the Deferral Credit Base. The Lifetime Benefit Payment, Threshold Payment, if applicable, Withdrawal Percentage, and Transfer Limit will be recalculated using the youngest Covered Life's attained age on the effective Valuation Day of the Covered Life change.
 - b) Covered Life changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits if:
3. You and Your Spouse are no longer married, for reasons other than death, then Covered Life Changes may occur as follows:
 - a) If Partial Surrender(s) have not been made, You may remove Your former spouse as a Covered Life, and replace such spouse with Your new spouse, if applicable. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the Payment Base and Deferral Credit Base. The Withdrawal Percentage will be based on the youngest Covered Life. The Lifetime Benefit Payment, the Threshold Payment and the Transfer Limit, if applicable will be equal to the Withdrawal Percentage multiplied by the Payment Base as of the date of the Covered Life change.
 - b) If Partial Surrender(s) have been made, then You may remove Your former spouse as a Covered Life. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the Payment Base and Deferral Credit Base. The Withdrawal Percentage will be based on the remaining Covered Life. The Lifetime Benefit Payment, the Threshold Payment and the Transfer Limit, if applicable will be equal to the Withdrawal Percentage multiplied by the Payment Base as of the date of the Covered Life change.

Any other change causes a change in the Covered Life, then We will terminate this Rider. The Rider Charge is assessed on termination date, and then will no longer be assessed.

If after the above resets, the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior withdrawals or Transfers to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, You must obtain Our prior approval to make any Premium Payments after the [1st Contract Anniversary] after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Contract minimum rule stated under Your Contract or (ii) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below (x) an amount equal to the greater of the Contract minimum rule stated under Your Contract or (y) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, other investment option(s) approved by Us.
 - c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.
2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:
 - a) You will receive Your then current Lifetime Benefit Payment, which will be equal to Your Lifetime Benefit Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
 - b) Ongoing Lifetime Benefit Payments will no longer reduce Your Contract Value.
 - c) We will no longer accept subsequent Premium Payments or Transfers from Other Account(s).
 - d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
 - e) Payment Base increases on each Contract Anniversary will no longer apply.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Surrenders within a Contract Year are requested in excess of the Lifetime Benefit Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCATION/TERMINATION

You may not revoke this rider. We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You or any subsequent Covered Life violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for a change of Covered Life in violation of the rider's restrictions;
- (h) You ask for Spousal Continuation in violation of the rider's restrictions;
- (i) There is a full surrender of your Contract; and/or
- (j) A death benefit becomes payable on Your Contract.

If We terminate this rider, it cannot be re-elected by You with another Covered Life.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (h) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

The issuance of this rider is subject to the terms specified in the Covered Life definition on page 1 of this rider.

This rider is not available if any Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard annuitization rules or the payment of the Lifetime Benefit Payment or Threshold Payment, as the case may be, may continue under the Joint and Last Survivor Life Annuity option. The Contract Value need not be below Our Minimum Amount Rules at the Annuity Commencement Date for the Contract Owner(s) to select the Joint and Last Survivor Life Annuity option.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [3.00%]. The Rider Charge will be assessed on each Contract Anniversary based on Your Payment Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). If We increase the Rider Charge, We may allow You to refuse to accept the increase and waive Your future Market Increases, if applicable.

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the Rider Effective Date and the next Contract Anniversary.

If this rider is terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the Payment Base prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

- (a) the Rider Maturity Date;
- (b) the Annuity Commencement Date;
- (c) upon the death of a Covered Life or Annuitant.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*

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Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

GUARANTEED MINIMUM WITHDRAWAL BENEFIT PLUS RIDER II (Single Life)

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides lifetime guaranteed minimum withdrawal benefits with possible Market Increases and a Deferral Credit to the Payment Base.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Annual Payment Base Cap – The maximum annual percentage that the Payment Base may be increased by due to a Market Increase or Deferral Credit is [Not Applicable].

Covered Life - Any Contract Owner, if a person or, if the Contract Owner is not a natural person, the Annuitant.

Deferral Credit - The sum We will add to Your Payment Base on each Contract Anniversary during the effective Credit Period when a Market Increase does not occur on such Contract Anniversary.

Deferral Credit Base – The basis for determining the Deferral Credit.

Deferral Credit Period – The Deferral Credit Period commences on the Rider Effective Date. The Deferral Credit Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, (b) the Valuation Day that You take Your first Partial Surrender (including Your first Lifetime Benefit Payment or Threshold Payment); or (c) the Valuation Day that You first transfer any Contract Value to Other Account(s) in excess of the Transfer Limit. Once the Deferral Credit Period ends, it cannot be re-started.

Lifetime Benefit Payment - A Partial Surrender equal to the applicable Withdrawal Percentage multiplied by the Payment Base taken during any Contract Year on or after the Lifetime Income Eligibility Date.

Lifetime Income Eligibility Date - The Valuation Day when the oldest Covered Life has an attained age of [59 1/2].

Market Increase - A potential increase to Your Payment Base equal to the Contract Value prior to the deduction of the Rider Charge due to market performance. A potential increase to Your Payment Base is determined on each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday.

Maximum Rider Issue Age – No Covered Life may be [81] years old or older on the Rider Effective Date.

Other Account(s) - Any investment vehicle(s) offered and authorized by Us that We designate by rider from time-to-time. Other Account(s) excludes the Sub-Account(s) and Fixed Account, if applicable.

Partial Surrender - Any withdrawal of Contract Value which may be subject to charges, if applicable.

Payment Base - The basis for determining the Threshold Payment, Lifetime Benefit Payment, Transfer Limit, and Rider Charge.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date - The last to occur of the following: (a) the Valuation Day that We receive Due Proof of Death of the Contract Owner, joint Contract Owner or Annuitant; or (b) Annuity Commencement Date.

Threshold Payment – A Partial Surrender equal to [5%] multiplied by the Payment Base taken during any Contract Year prior to the Lifetime Income Eligibility Date.

Transfer Limit – An amount used to determine the change in the Payment Base and Deferral Credit Base, if applicable, following a Transfer to Other Account(s) in any Contract Year.

Withdrawal Percentage – The percentage of Your Payment Base that You may withdraw in the form of a Lifetime Benefit Payment. Your Withdrawal Percentage is set based on the attained age of the oldest Covered Life based on the following schedule:

Relevant Covered Life's Attained Age (Age Band)	Withdrawal Percentage
[59 ½ - 90+]	[5%]

The Withdrawal Percentage will be set at the time of Your first Lifetime Benefit Payment or Partial Surrender based on the attained age of the oldest Covered Life. Your Withdrawal Percentage may increase based on the current attained age of the oldest Covered Life if You have not taken any Partial Surrenders. The Withdrawal Percentage will reset based on the current attained age of the oldest Covered Life provided there is a Market Increase and a new age band has been reached.

PAYMENT BASE

If You elect this rider on the Contract Issue Date, then Your initial Payment Base is equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Payment Base is equal to Your Contract Value as of the Rider Effective Date. Your Payment Base is calculated without deduction for sales charges, if any.

Your Payment Base may be reset each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday. The reset is equal to the greater of (A) or the sum of (B) and (C); subject to a maximum (D) where:

A = Market Increase.

B = Your current Payment Base.

C = The Deferral Credit, if applicable.

D = Your Current Payment Base * (1 + Annual Payment Base Cap), if applicable.

Your Payment Base may be increased when any of the following events occur:

- a) Subsequent Premium Payments are made;
- b) Transfer(s) from Other Account(s) are made; and/or
- c) Contract Anniversary.

In no event shall Your Payment Base exceed [\$5,000,000].

Your Payment Base may be decreased when You take Partial Surrenders or make Transfer(s) into Other Account(s) in accordance with the provisions captioned in the "Partial Surrenders & Transfers" section below.

DEFERRAL CREDIT

On each Contract Anniversary during the effective Deferral Credit Period, We may apply a Deferral Credit to Your Payment Base. The Deferral Credit will equal [6%] of the Deferral Credit Base, as of the Valuation Day prior to each Contract Anniversary during the effective Deferral Credit Period. The Deferral Credit percentage will not change during the effective Deferral Credit Period.

If You elect this rider on the Contract Issue Date, then Your initial Deferral Credit Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Deferral Credit Base is Your Contract Value as of the Rider Effective Date. Your Deferral Credit Base is calculated without deduction for charges, if any.

Your Deferral Credit Base will be reset on each Contract Anniversary during the effective Deferral Credit Period to equal to the greater of:

- a) Payment Base when a Market Increase to the Payment Base occurs; or
- b) Your Deferral Credit Base on the Valuation Day prior to each Contract Anniversary during the effective Deferral Credit Period;

Your Deferral Credit Base is increased by the dollar amount of:

- a) Subsequent Premium Payments; and/or
- b) Transfer(s) from Other Account(s)

that are made during the effective Deferral Credit Period.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Deferral Credit Period that are equal to or less than the Transfer Limit, Your Deferral Credit Base will be reduced on a dollar-for-dollar basis.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Deferral Credit Period that are greater than the Transfer Limit, such Transfers will cause the Deferral Credit Period to end and the Deferral Credit Base becomes zero.

LIFETIME BENEFIT PAYMENT

Your Lifetime Benefit Payment is equal to Your applicable Withdrawal Percentage multiplied by Your then current Payment Base.

Your Lifetime Benefit Payment will be set on the later of Your Rider Effective Date or the Lifetime Income Eligibility Date. Your Lifetime Benefit Payment prior to the Rider Maturity Date may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) On the birthday where the oldest Covered Life has attained an age that results in a new Age Band;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- d) When a Transfer from Other Account(s) has been made;
- e) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- f) When there is a change in the Covered Life or Spousal Continuation.

If Your Lifetime Benefit Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Benefit Payment.

THRESHOLD PAYMENT

Your Threshold Payment is equal to [5%] multiplied by Your then current Payment Base. Your Threshold Payment will cease on the Lifetime Income Eligibility Date whereupon Lifetime Benefit Payments will be available to You.

Your Threshold Payment will be set on the Your Rider Effective Date and may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- c) When a Transfer from Other Account(s) has been made;
- d) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- e) When there is a change in the Covered Life or Spousal Continuation.

If Your Threshold Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Threshold Payment.

TRANSFER LIMIT

The Transfer Limit is used to determine the change in the Payment Base and Deferred Credit Base following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal Your applicable Withdrawal Percentage multiplied by Your then current Payment Base. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset under the following circumstances:

- a) On the Rider Effective Date;
- b) On the Contract Anniversary;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- d) When a Transfer to Other Account(s) has been made;
- e) When a Transfer from Other Account(s) has been made;
- f) On the birthday where the oldest Covered Life has attained an age that results in a new Age Band; and/or
- g) When there is a change in the Covered Life or Spousal Continuation.

PARTIAL SURRENDERS & TRANSFERS

Your Payment Base may be reduced by Partial Surrenders and/or Transfer(s) to Other Account(s) based on the circumstances described below:

1. Prior to the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Threshold Payment, Your Payment Base will be reduced on a dollar-for-dollar basis.
- b) For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Threshold Payment, the adjustment is the dollar amount of the Partial Surrender that does not exceed the Threshold Payment. For the portion of the Partial Surrender that exceeds the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Threshold Payment;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Threshold Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- c) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

- d) Any remaining available Threshold Payment during a Contract Year may not be carried over to future Contract Years.

- e) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- f) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:
 $1 - (A/(B-C))$ where:
 A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;
 B = Contract Value immediately prior to the Transfer to Other Account(s); and
 C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.
- g) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:
 $1 - (A/B)$ where:
 A = The amount of the Transfer to Other Account(s); and
 B = Contract Value immediately prior to the Transfer to Other Account(s).
- h) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

2. After the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Lifetime Benefit Payment, Your Payment Base will not be reduced.
- b) For cumulative Partial Surrenders during the Contract Year that exceed the Lifetime Benefit Payment that were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, Your Payment Base will not be reduced.
- c) For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Lifetime Benefit Payment, and the RMD exception above does not apply, We will reduce Your Payment Base by the following factor with respect to that portion of Your Partial Surrender that exceeds the current Lifetime Benefit Payment:
 $1 - (A/(B-C))$ where:
 A = The amount of the Partial Surrender(s) during the Contract Year in excess of the current Lifetime Benefit Payment;
 B = Contract Value immediately prior to the Partial Surrender(s); and
 C = The current Lifetime Benefit Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the current Lifetime Benefit Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender(s); and

B = Contract Value immediately prior to the Partial Surrender(s).

- e) Any remaining available Lifetime Benefit Payment during a Contract Year may not be carried over to future Contract Years.
- f) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- g) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year.
If C results in a negative number, C becomes zero.

- h) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

- i) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

The following are the effects of a Covered Life change if Your spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

The Covered Life will be re-determined on the date of the Spousal Continuation.

1. If the age of the new Covered Life is greater than the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter.
2. If the age of the new Covered Life is less than or equal to the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, then either of the below will apply as follows:
 - a) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider with respect to all benefits, at the Rider Charge that is then currently being assessed. The following actions shall also take place:
 - i) The Payment Base and the Deferral Credit Base will be set equal to the Contract Value on the effective Valuation Day of the Spousal Continuation.
 - ii) The Deferral Credit feature will continue, if applicable.
 - iii) The Deferral Credit Period will not reset; the Deferral Credit Period will continue uninterrupted.
 - iv) The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and Withdrawal Percentage will be recalculated on the effective Valuation Day of the Spousal Continuation based on the oldest Covered Life's attained age on the effective Valuation Day of the Spousal Continuation. The Lifetime Benefit Payment, Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the trade date of the Spousal Continuation multiplied by the WP. The full amount of the recalculated Lifetime Benefit Payment, or Threshold Payment, and Transfer Limit, will be available for the remainder of the Contract Year.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life may result in the recalculation or termination of the benefits provided under this rider. The following are the effects of a change in a Covered Life:

1. If the attained age of the oldest Covered Life on the effective Valuation Day of the Covered Life change is greater than the Maximum Rider Issue Age, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
2. If the attained age of the oldest Covered Life on the effective Valuation Day of the Covered Life change is less than or equal to the Maximum Rider Issue Age, the following options apply:
 - a) Covered Life changes within the first [6] months from the Contract Issue Date will have no impact on the Payment Base or the Deferral Credit Base. The Lifetime Benefit Payment, Threshold Payment, if applicable, Withdrawal Percentage, and Transfer Limit will be recalculated using the oldest Covered Life's attained age on the effective Valuation Day of the Covered Life change.
 - b) Covered Life changes after the first [6] months from the Contract Issue Date will cause a recalculation of the rider benefits as follows:
 - (i) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
 - (ii) If this rider is currently available for sale, We will continue the then existing rider with respect to all benefits at the Rider Charge that is then currently being assessed.

The Payment Base will be recalculated to the lesser of the Contract Value or the Payment Base on the effective Valuation Day of the Covered Life change.

The Deferral Credit Base will be recalculated to the lesser of the Contract Value or the Deferral Credit Base on the effective Valuation Day of the Covered Life change, if applicable. If a Partial Surrender had been taken or there had been a Transfer to Other Account(s) prior to the date of the Covered Life change, the Deferral Credit feature will no longer apply.

The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and the Withdrawal Percentage will be recalculated on the date of the Covered Life Change based on the oldest Covered Life's attained age on the effective Valuation Day of the change. The Lifetime Benefit Payment, the Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the effective Valuation Date of the Covered Life Change multiplied by the WP.

If after the above resets, the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior withdrawals or Transfer(s) to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, You must obtain Our prior approval to make any Premium Payments after the [1st Contract Anniversary] after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Contract minimum rule stated under Your Contract or (ii) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below (x) an amount equal to the greater of the Contract minimum rule stated under Your Contract or (y) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, other investment option(s) approved by Us.
 - c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.
2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:
 - a) You will receive Your then current Lifetime Benefit Payment, which will be equal to Your Lifetime Benefit Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
 - b) Ongoing Lifetime Benefit Payments will no longer reduce Your Contract Value.
 - c) We will no longer accept subsequent Premium Payments or Transfer(s) from Other Account(s).
 - d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
 - e) Market increases on each Contract Anniversary will no longer apply.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Surrenders within a Contract Year are requested in excess of the Lifetime Benefit Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCATION/TERMINATION

You may not revoke this rider. We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You or any subsequent Covered Life violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for a change of Covered Life in violation of the rider's restrictions;
- (h) You ask for Spousal Continuation in violation of the rider's restrictions;
- (i) There is a full surrender of your Contract; and/or
- (j) A death benefit becomes payable on Your Contract.

If We terminate this rider, it cannot be re-elected by You with another Covered Life.

On the date this rider is terminated, a prorated portion of this Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (h) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

The issuance of this rider is subject to the terms specified in the Covered Life definition on page 1 of this rider.

This rider is not available if any Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard annuitization rules or the payment of the Lifetime Benefit Payment or Threshold Payment, as the case may be, may continue under the Life Annuity option. The Contract Value need not be below Our Minimum Amount Rules at the Annuity Commencement Date for the Contract Owner(s) to select the Life Annuity option.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [3.00%]. The Rider Charge will be assessed on each Contract Anniversary based on Your Payment Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). If We increase the Rider Charge, We may allow You to refuse to accept the increase and waive Your future Market Increases, if applicable.

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the Rider Effective Date and the next Contract Anniversary.

If this rider is terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the Payment Base prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

- (a) the Rider Maturity Date;
- (b) the Annuity Commencement Date; or
- (c) upon the death of a Covered Life or Annuitant.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*

]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

MAXIMUM ANNIVERSARY VALUE DEATH BENEFIT RIDER IV

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

This rider provides a Guaranteed Minimum Death Benefit (DB) that replaces the standard death benefit provided in the Contract. The determination of the DB and how it can change are described in the other sections of this rider.

DEFINITIONS

Initial capitalized terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

Contract Value (CV). The total value of the Sub-Account(s) and Fixed Account, if applicable.

Maximum Anniversary Value. The highest attained anniversary value prior to the earlier of the date of death or the oldest Owner or Annuitant's [81st] birthday determined as follows: We calculate an anniversary value for every applicable Contract Anniversary. At the time of each Contract Anniversary, the anniversary value is equal to the Contract Value. Any time after a given Contract Anniversary, the anniversary value is restated to be equal to the Contract Value as of the Contract Anniversary, increased by the dollar amount of any Premium Payments received, and modified by adjustments for Partial Surrenders and Transfers to Other Account(s) since such Contract Anniversary.

Other Account(s). Any investment vehicle(s) offered and authorized by Us that We designate by rider from time to time. This excludes the Sub-Account(s) and Fixed Account, if applicable.

Partial Surrender. A withdrawal of a portion of the Contract Value which may be subject to charges, if applicable.

Partial Surrender Limit. An amount used to determine the change in the DB following a Partial Surrender in any Contract Year. The Partial Surrender Limit set at each Contract Anniversary will equal one Lifetime Benefit Payment or Threshold Payment provided a guaranteed minimum withdrawal benefit rider issued by Us is in effect, or [0%] of the DB amount if no such guaranteed minimum withdrawal benefit rider is in effect. The Partial Surrender Limit may also be reset on Spousal Continuation and Ownership Changes.

Premium Payment. The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Account, if applicable, including transfers from Other Account(s). Our approval is required for any subsequent Premium Payment received after the first [12] months, excluding transfers from Other Account(s).

Transfer Limit. An amount used to determine the change in the DB following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit set at each Contract Anniversary will equal [5%] of the greater of Premium Payment(s) or Maximum Anniversary Value. The Transfer Limit may also be reset on Spousal Continuation and Ownership Changes.

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

1. If this rider is effective on the Contract Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death is equal to the greater of the amounts determined in a) or b) or c) below:

- a) Premium Payments adjusted for Partial Surrenders and Transfers to Other Account(s) (as defined below); or
- b) Maximum Anniversary Value; or
- c) The Contract Value, minus the Premium Based Charge, if applicable.

2. If this rider is effective after the Contract Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death is equal to the greater of the amounts determined in a) or b) or c) below:

- a) Contract Value on the rider effective date plus subsequent Premium Payments received after the rider effective date adjusted for Partial Surrenders and Transfers to Other Account(s) (as defined below); or
- b) Maximum Anniversary Value occurring after the effective date of the rider; or
- c) The Contract Value, minus the Premium Based Charge, if applicable.

When a Partial Surrender is made:

1. For cumulative Partial Surrender(s) in a Contract Year that are equal to or less than the Partial Surrender Limit, Your DB will be reduced on a dollar-for-dollar basis.
2. For any Partial Surrender(s) that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Partial Surrender Limit, the adjustment is the dollar amount of the Partial Surrender that does not exceed the Partial Surrender Limit. For the portion of the Partial Surrender that exceeds the Partial Surrender Limit, We will reduce Your DB by the following factor:

1 - (A/(B-C)) where:

- A = The amount of the Partial Surrender(s) during the Contract Year in excess of the Partial Surrender Limit;
B = Contract Value immediately prior to the Partial Surrender(s); and
C = The Partial Surrender Limit, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

3. For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Partial Surrender Limit, We will reduce the DB by the following factor:

1 - (A/B) where:

- A = The amount of the Partial Surrender; and
B = Contract Value immediately prior to the Partial Surrender.

4. Any remaining available Partial Surrender Limit during a Contract Year may not be carried over to future Contract Years.

When a Transfer to Other Account(s) is made:

1. For cumulative Transfer(s) to Other Account(s) in a Contract Year that are equal to or less than the Transfer Limit, Your DB will be reduced on a dollar-for-dollar basis.
2. For any Transfer to Other Account(s) that first causes the cumulative Transfers to Other Account(s) in a Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your DB by the following factor:

1 - (A/(B-C)) where:
 A = The amount of the Transfer(s) to Other Account(s) during the Contract Year in excess of the Transfer Limit;
 B = Contract Value immediately prior to the Transfer to Other Account(s); and
 C = The Transfer Limit, less any prior Transfer(s) to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.
3. For any additional Transfer(s) to Other Account(s) in a Contract Year, where the sum of all prior Transfer(s) to Other Account(s) exceed the Transfer Limit, We will reduce the DB by the following factor:

1 - (A/B) where:
 A = The amount of the Transfer to Other Account(s); and
 B = Contract Value immediately prior to the Transfer to Other Account(s).
4. Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the DB value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Contract Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract.

The following are the effects of an Ownership Change due to Spousal Continuation:

1. If the age of the new Owner is less than or equal to age [75] at the time of the Spousal Continuation, then either a) or b) will apply as follows:
 - a) If this rider is not currently available for sale We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider at the Rider Charge that is then currently being assessed for new sales of the rider. The Premium Payment and Maximum Anniversary Value DB components, for purposes of this rider, will be recalculated to equal the Contract Value on the effective Valuation Day of the Spousal Continuation. The Maximum Anniversary Value thereafter is the highest attained anniversary value after the date of death of the first spouse, and before the next decedent's date of death or [81st] birthday, if earlier. Any Premium Payments or Partial Surrenders and Transfers to Other Account(s) after this Valuation Day will adjust each component of the DB according to the rider rules.
2. If the age of the new owner is greater than age [75] on the effective Valuation Day of the Spousal Continuation, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

OWNERSHIP CHANGE

Any Contract change before the Annuity Commencement Date which causes a change in the ownership may result in the recalculation of the benefits provided under this rider.

The following are the effects of a change in ownership:

If the age of the oldest new Owner(s) after the Ownership Change is less than or equal to the issue age limitation of the rider in effect at the time of the Ownership Change, the below options apply as follows:

1. Ownership Changes within the first [6] months from the Contract Issue Date will not cause a recalculation of the benefits under this Rider.
2. Ownership changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits under either (a) or (b):
 - a) If this rider is not currently available for sale, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the existing rider at the Rider Charge that is currently being assessed for new sales of the rider (or the last declared maximum Rider Charge, if higher). The Premium Payment component of the DB will be recalculated to equal the lesser of the Contract Value or the Premium Payments, on the effective Valuation Day of the Ownership Change. Maximum Anniversary Value will be recalculated to equal the lesser of the Contract Value or Maximum Anniversary Value, on the effective Valuation Day of the Ownership Change. Any Premium Payments or Partial Surrenders after this date will adjust each component of the DB according to the rider rules. The Maximum Anniversary Value thereafter is the highest attained anniversary value after the Ownership Change, and before the decedent's date of death or [81st] birthday, if earlier.
3. We reserve the right to apply Investment Restrictions then in effect in the case of an Ownership change after [6] months from the rider effective date. Such restriction may also require that You reallocate Sub-account(s) or Fixed Account, if available, in accordance with then prevailing Investment Restrictions.

If the age of the oldest new Owner(s) after the Ownership Change is greater than the issue age limitation of the rider in effect at the time of the Ownership Change, We will terminate this rider. The DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must comply with the following Investment Restrictions in order to receive rider benefits.

1. On the rider effective date, We will impose an Investment Restriction that limits the Sub-Account(s) and/or Fixed Account that You may invest in and the amount that You may allocate to each Sub-Account(s) and/or Fixed Account. You may choose to satisfy the described Investment Restriction by creating Your own custom asset allocation model or You may also choose to invest in any predetermined asset allocation models, investment programs, fund of funds Sub-Account(s), or other investment option(s) approved by Us provided that You comply with allocation restrictions that We apply from time to time.

If on any Valuation Day, due to performance of the selected Sub-Account(s), the Contract Value is no longer within the allocation of the selected investment options, We will not terminate the rider. Instead, Your Contract Value will be re-balanced [quarterly] in accordance with a pre-approved asset rebalancing program to meet then applicable Investment Restrictions. All subsequent Premium Payments must also be invested according to these Investment Restrictions.

2. We may change these predetermined asset allocation models, investment programs, Sub-Account(s), fund of funds Sub-Account(s), investment classifications or other investment option(s) from time to time, on or after the rider effective date. Should We make this change, any transfers required to reallocate the Contract Value will not be used by Us in determining the number of transfers allowed during a Contract Year. You must reinvest Your Contract Value in accordance with Our updated Investment Restrictions and requirements.
3. If these Investment Restrictions are violated and not corrected, We will terminate the rider, the DB thereafter will be equal to the Contract Value and a Rider Charge will be assessed. The Rider Charge will be prorated for the portion of the Contract Year the rider was active. Upon reinstatement of Your rider following a corrected violation of these Investment Restrictions, Premium Payments will be recalculated to equal the lesser of the Contract Value as of the Valuation Day of the reinstatement or the Premium Payments prior to the termination. Your Maximum Anniversary Value will be reset at the lower of the Maximum Anniversary Value prior to the termination or Contract Value as of the Valuation Day of reinstatement. The Maximum Anniversary Value thereafter is the highest attained anniversary value after the reinstatement of Your rider, and before the decedent's date of death or [81st] birthday, if earlier. Any Premium Payments or Partial Surrenders after this Valuation Day will adjust each component of the DB according to the rider rules. We will deduct a prorated Rider Charge on Your first Contract Anniversary following the reinstatement for the time period between the Valuation Day of the reinstatement and Your first Contract Anniversary following such reinstatement.

REVOCATION/TERMINATION OF THE DEATH BENEFIT

You may not revoke this rider once elected.

We may terminate this rider as provided under the following provisions of this rider: Spousal Continuation; Ownership Change; Assignment and Investment Restrictions. If We terminate this rider, it cannot be re-elected by You.

The benefits under this rider cannot be directly or indirectly assigned, collateralized, pledged or securitized in any way. Any such actions will terminate this rider.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

POST ISSUE ELECTION

If the rider effective date is after the Contract Issue Date, the period between the rider effective date and Your next Contract Anniversary will constitute a Contract Year.

We reserve the right to make this benefit available through a company sponsored conversion program.

CONTRACT AGGREGATION

For purposes of determining the DB limits of this rider, We reserve the right to treat as one all deferred variable annuity contracts issued by Us (or Our affiliates) where You have elected any optional death benefit rider. If We elect to aggregate contracts, We will change the period over which We measure Surrenders against the DB.

RIDER CHARGE

There is an additional charge for this rider. The charge will never exceed a guaranteed maximum rate of [1.50%] annually. The charge will be assessed on each Contract Anniversary based on the DB payable as described in this rider. However, if a change in owner occurs or Spousal Continuation is elected the charge will be assessed on the Contract Value as of the Valuation Day of such change plus Premium Payments received after the Valuation Day of such change adjusted for Partial Surrenders and Transfers to Other Account(s) as described in this rider. The Rider Charge will be deducted on each Contract Anniversary on a prorated basis from the Sub-Account(s).

If a change in owner occurs or Spousal Continuation is elected or Your rider is reinstated, the charge will be assessed based on the DB.

If the rider effective date is after the Contract Issue Date, the period between the rider effective date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the rider effective date and the next Contract Anniversary.

In the case of a Full Surrender on any Valuation Day other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from the amount otherwise payable. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the greater of Premium Payments adjusted for Partial Surrenders as described in this rider or Maximum Anniversary Value as described in this rider prior to the Surrender, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the Valuation Day the rider is no longer effective. No Rider Charge will be assessed upon the death of a Contract Owner or Annuitant.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*

]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

PREMIUM BASED CHARGE RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

The following definition is added to the Definition of Certain terms section of the Contract:

Premium Based Charge: The Premium Based Charge is designed to compensate us for a portion of our acquisition expenses, including promotion and distribution of the Contract. We will apply an annual Premium Based Charge against each Premium Payment made to this Contract. This charge will be deducted from the Contract Value according to the terms of this rider and as specified on page 3:

1. upon each Contract Anniversary;
2. upon a partial surrender;
3. upon full surrender of the Contract;
4. upon annuitization of the Contract; and/or;
5. upon the date of Our receipt of Due Proof of Death and upon a corresponding Death Benefit distribution if elected at a later date.

The following provision is added to the Valuation section of the Contract:

Premium Based Charge: We will apply an annual Premium Based Charge rate against each Premium Payment made to this Contract, as specified in the Contract Specifications on Page 3. The Premium Based Charge will be deducted only from Contract Value invested in Sub-Accounts. The amount of Premium Based Charges shall be determined by multiplying the Premium Based Charge stated in the Contract Specifications by (a) Contract Value invested in Sub-Accounts, divided by (b) total Contract Value minus Contract Value invested in the Fixed Account in connection with a Company sponsored dollar cost averaging program, if applicable. A proportionate number of Accumulation Units shall be taken from each Sub-Account in payment of the Premium Based Charge.

The following provision replaces the existing "**Partial Surrenders Prior to the Annuity Commencement Date**" provision in the Surrender section of the Contract:

Partial Surrenders Prior to the Annuity Commencement Date

You may request, in writing or other means acceptable to Us, a partial surrender of Contract Values at any time prior to the Annuity Commencement Date provided the Contract Value remaining after the surrender is at least equal to Our minimum amount rule shown on page 3. If the remaining Contract Value following such surrender is less than Our minimum amount rule, We may terminate the Contract and pay the Surrender Value.

The Contingent Deferred Sales Charge will be assessed against any Contract Values surrendered as described on Page 3. However, on a noncumulative basis, You may make partial surrenders during any Contract Year, up to the Annual Withdrawal Amount shown on Page 3 and the Contingent Deferred Sales Charge will not be assessed against such amounts. Surrender of Contract Values in excess of the Annual Withdrawal Amount and additional surrenders made in any Contract Year will be subject to the Contingent Deferred Sales Charge, and the prorated Premium Based Charge as described on Page 3, if applicable.

The following provision replaces the existing "Full Surrender Prior to the Annuity Commencement Date" provision in the Surrender section of the Contract:

Full Surrender Prior to the Annuity Commencement Date

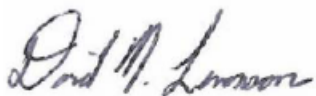
At any time prior to the Annuity Commencement Date, You have the right to terminate the Contract by submitting a written request to Us at the Administrative Office of the Company. In such event, the Surrender Value of the Contract may be taken in the form of a cash settlement.

The Surrender Value of the Contract is equal to the Contract Value less:

- a) any applicable Premium Taxes not previously deducted;
- b) the Annual Maintenance Fee as specified on Page 3;
- c) the Premium Based Charge as specified on Page 3;
- d) any applicable Contingent Deferred Sales Charge shown on Page 3.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*

]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

RETURN OF PREMIUM DEATH BENEFIT RIDER IV

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

This rider provides a Guaranteed Minimum Death Benefit (DB) that replaces the standard death benefit provided in the Contract. The determination of the DB and how it can change are described in the other sections of this rider.

DEFINITIONS

Initial capitalized terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

Contract Value (CV). The total value of the Sub-Account(s) and Fixed Account, if applicable.

Other Account(s). Any investment vehicle(s) offered and authorized by Us that We designate by rider from time to time. This excludes the Sub-Account(s) and Fixed Account, if applicable.

Partial Surrender. A withdrawal of a portion of the Contract Value which may be subject to charges, if applicable.

Partial Surrender Limit. An amount used to determine the change in the DB following a Partial Surrender in any Contract Year. The Partial Surrender Limit set at each Contract Anniversary will equal one Lifetime Benefit Payment or Threshold Payment provided a guaranteed minimum withdrawal benefit rider issued by Us is in effect, or [0%] of the DB amount if no such guaranteed minimum withdrawal benefit rider is in effect. The Partial Surrender Limit may also be reset on Spousal Continuation and Ownership Changes.

Premium Payment. The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Account, if applicable, including transfers from Other Account(s). Our approval is required for any subsequent Premium Payment received after the first [12] months, excluding transfers from Other Account(s).

Transfer Limit. An amount used to determine the change in the DB following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit set on each Contract Anniversary will equal [5%] of the Premium Payment(s). The Transfer Limit may also be reset on Spousal Continuation and Ownership Changes.

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

1. If this rider is effective on the Contract Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death is equal to the greater of the amounts determined in a) or b) below:

- a) Premium Payments adjusted for Partial Surrenders and Transfers to Other Account(s) (as defined below), or
- b) The Contract Value, minus the Premium Based Charge, if applicable.

2. If this rider is effective after the Contract Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death is equal to the greater of the amounts determined in a) or b) below:

- a) Contract Value on the rider effective date plus subsequent Premium Payments received after the rider effective date adjusted for Partial Surrenders and Transfers to Other Account(s) (as defined below), or
- b) The Contract Value, minus the Premium Based Charge, if applicable.

When a Partial Surrender is made:

1. For cumulative Partial Surrender(s) in a Contract Year that are equal to or less than the Partial Surrender Limit, Your DB will be reduced on a dollar-for-dollar basis.
2. For any Partial Surrender(s) that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Partial Surrender Limit, the adjustment is the dollar amount of the Partial Surrender that does not exceed the Partial Surrender Limit. For the portion of the Partial Surrender that exceeds the Partial Surrender Limit, We will reduce Your DB by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender(s) during the Contract Year in excess of the Partial Surrender Limit;

B = Contract Value immediately prior to the Partial Surrender(s); and

C = The Partial Surrender Limit, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

3. For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Partial Surrender Limit, We will reduce the DB by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

4. Any remaining available Partial Surrender Limit during a Contract Year may not be carried over to future Contract Years.

When a Transfer to Other Account(s) is made:

1. For cumulative Transfer(s) to Other Account(s) in a Contract Year that are equal to or less than the Transfer Limit, Your DB will be reduced on a dollar-for-dollar basis.
2. For any Transfer to Other Account(s) that first causes the cumulative Transfers to Other Account(s) in a Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your DB by the following factor:

1 - (A/(B-C)) where:
A = The amount of the Transfer(s) to Other Account(s) during the Contract Year in excess of the Transfer Limit;
B = Contract Value immediately prior to the Transfer to Other Account(s); and
C = The Transfer Limit, less any prior Transfer(s) to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.
3. For any additional Transfer(s) to Other Account(s) in a Contract Year, where the sum of all prior Transfer(s) to Other Account(s) exceed the Transfer Limit, We will reduce the DB by the following factor:

1 - (A/B) where:
A = The amount of the Transfer to Other Account(s); and
B = Contract Value immediately prior to the Transfer to Other Account(s).
4. Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the DB value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Contract Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract.

The following are the effects of an Ownership Change due to Spousal Continuation:

1. If the age of the new Owner is less than or equal to age [80] at the time of the Spousal Continuation, then either a) or b) will apply as follows:
 - a) If this rider is not currently available for sale We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider at the Rider Charge that is then currently being assessed for new sales of the rider. The Premium Payment and DB components, for purposes of this rider, will be recalculated to equal the Contract Value on the effective Valuation Day of the Spousal Continuation. Any Premium Payments or Partial Surrenders and Transfers to Other Account(s) after this Valuation Day will adjust the DB according to the rider rules.
2. If the age of the new owner is greater than age [80] on the effective Valuation Day of the Spousal Continuation, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

OWNERSHIP CHANGE

Any Contract change before the Annuity Commencement Date which causes a change in the ownership may result in the recalculation of the benefits provided under this rider.

The following are the effects of a change in ownership:

If the age of the oldest new Owner(s) after the Ownership Change is less than or equal to the issue age limitation of the rider in effect at the time of the Ownership Change, the below options apply as follows:

1. Ownership Changes within the first [6] months from the Contract Issue Date will not cause a recalculation of the benefits under this Rider.
2. Ownership Changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits under either a) or b):
 - a) If this rider is not currently available for sale, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider at the Rider Charge that is currently being assessed for new sales of the rider (or the last declared maximum Rider Charge, if higher). The Premium Payment and DB components, for purposes of this rider, will be recalculated to equal the lesser of the Contract Value or the DB, on the effective Valuation Day of the Ownership Change. Any Premium Payments or Partial Surrenders after this Valuation Day will adjust the DB according to the rider rules.
3. We reserve the right to apply Investment Restrictions then in effect in the case of an Ownership Change after [6] months from the rider effective date. Such restriction may also require that You reallocate Sub-account(s) or Fixed Account, if available, in accordance with then prevailing Investment Restrictions.

If the age of the oldest new Owner(s) after the Ownership Change is greater than the issue age limitation of the rider in effect at the time of the Ownership Change, We will terminate this rider. The DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

1. On the rider effective date, We may impose an Investment Restriction that limits the Sub-Account(s) and/or Fixed Account that You may invest in and the amount that You may allocate to each Sub-Account(s) and/or Fixed Account. You may choose to satisfy the described Investment Restriction by creating Your own custom asset allocation model or You may also choose to invest in any predetermined asset allocation models, investment programs, fund of funds Sub-Account(s), or other investment option(s) approved by Us provided that You comply with allocation restrictions that We apply from time to time.

If on any Valuation Day, due to performance of the selected Sub-Accounts, the Contract Value is no longer within the allocation of the selected investment options, We will not terminate the rider. Instead, Your Contract Value will be re-balanced [quarterly] in accordance with a pre-approved asset rebalancing program to meet then applicable Investment Restrictions. All subsequent Premium Payments must also be invested according to these Investment Restrictions.

2. We may change these predetermined asset allocation models, investment programs, Sub-Account(s), fund of funds Sub-Account(s), investment classifications or other investment option(s) from time to time, on or after the rider effective date. Should We make this change, any transfers required to reallocate the Contract Value will not be used by Us in determining the number of transfers allowed during a Contract Year. You must reinvest your Contract Value in accordance with Our updated Investment Restrictions and requirements.

3. If these Investment Restrictions are violated and not corrected, We will terminate this rider, the DB thereafter will be equal to the Contract Value and a Rider Charge will be assessed. The Rider Charge will be prorated for the portion of the Contract Year the rider was active. Upon reinstatement of Your rider following a corrected violation of these Investment Restrictions, Your DB will be reset at the lower of the DB prior to the termination or the Contract Value as of the Valuation Day of the reinstatement. Any Premium Payments or Partial Surrenders after this Valuation Day will adjust the DB according to the rider rules. We will deduct a prorated Rider Charge on Your Contract Anniversary following the reinstatement for the time period between the Valuation Day of the reinstatement and Your first Contract Anniversary following such reinstatement.

REVOCATION/TERMINATION OF THE DEATH BENEFIT

At anytime following the earlier of Spousal Continuation or the [5th] anniversary of the rider effective date, You may elect to revoke this rider, at which point the DB would be equal to the Contract Value. Once this Rider is revoked, it cannot be re-elected by You.

We may terminate this rider as provided under the following provisions of this rider: Spousal Continuation; Ownership Change; Assignment and Investment Restrictions. If We terminate this rider, it cannot be re-elected by You.

The benefits under this rider cannot be directly or indirectly assigned, collateralized, pledged or securitized in any way. Any such actions will terminate this rider.

On the date this rider is revoked or terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

POST ISSUE ELECTION

If the rider effective date is after the Contract Issue Date, the period between the rider effective date and Your next Contract Anniversary will constitute a Contract Year.

We reserve the right to make this benefit available through a company sponsored conversion program.

CONTRACT AGGREGATION

For purposes of determining the DB limits of this rider, We reserve the right to treat as one all deferred variable annuity contracts issued by Us (or Our affiliates) where You have elected any optional death benefit rider. If We elect to aggregate contracts, We will change the period over which We measure Surrenders against the DB.

RIDER CHARGE

There is an additional charge for this rider. The charge will never exceed a guaranteed maximum rate of [0.75%] annually. The charge will be assessed on each Contract Anniversary based on Premium Payments adjusted for Partial Surrenders as described in this rider. However, if a change in owner occurs or Spousal Continuation is elected the charge will be assessed on the Contract Value as of the Valuation Day of such change plus Premium Payments received after the Valuation Day of such change adjusted for Partial Surrenders and Transfers to Other Account(s) as described in this rider. The Rider Charge will be deducted on each Contract Anniversary on a prorated basis from the Sub-Account(s).

If the rider effective date is after the Contract Issue Date, the period between the rider effective date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the rider effective date and the next Contract Anniversary.

In the case of a Full Surrender on any Valuation Day other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from the amount otherwise payable. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the Premium Payments adjusted for Partial Surrenders as described in this rider prior to the Surrender, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the Valuation Day the rider is no longer effective. No Rider Charge will be assessed upon the death of a Contract Owner or Annuitant.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

STANDARD DEATH BENEFIT RIDER II

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider modifies the Death Benefit of the Contract.

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

Death Benefit Before the Annuity Commencement Date

The Death Benefit before the Annuity Commencement Date and upon Our receipt of Due Proof of Death is equal to the Contract Value, minus the Premium Based Charge, if applicable.

Signed for **Hartford Life and Annuity Insurance Company**

[

David N. Levenson, *President*

Terence Shields, *Corporate Secretary*

]

SERFF Tracking Number: FRCS-127284907 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49129
 Company Tracking Number: 5558
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: OShare Variable Annuity Riders
 Project Name/Number: Hartford/62/62

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
Authorization Signed_LA.pdf		
AR RBD LA.pdf		
AR COC LA.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable with this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachments:		
CW LA GMWB - ACT MEMO.pdf		
CW LA SDB,MAV,ROP - ACT MEMO.pdf		
CW LA OSHARE, LA-PBCR - ACT MEMO.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments:		
LA-GMWBJP-11.1 SoV.pdf		
LA-GMWBSP-11.1 SoV.pdf		
LA-MAV-11.1 SoV.pdf		
LA-ROP-11.1 SoV.pdf		

SERFF Tracking Number: FRCS-127284907 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49129
Company Tracking Number: 5558
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: OShare Variable Annuity Riders
Project Name/Number: Hartford/62/62
SP-OSHARE-11 SoV.pdf

Item Status:

Status

Date:

Satisfied - Item: Revised PBCR Rider with Changes
Marked

Comments:

Attachment:

LA-PBCR-11.1 Marked Copy.pdf

May 24, 2011



To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department pursuant to written agreements between Hartford Life and Annuity Insurance Company and First Consulting & Administration, Inc.

This Authorization shall be valid until revoked by us.

Hartford Life and Annuity Insurance Company

By: Anna M. Alessi

Title: VP FCCO Global Services

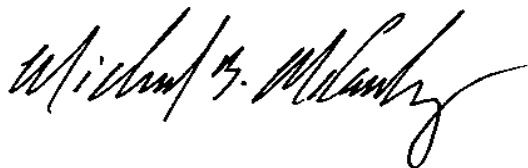
STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Hartford Life and Annuity Insurance Company

This is to certify that the forms referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
SP-OSHARE-11	*
LA-GMWBJP-11.1	*
LA-GMWBSP-11.1	*
LA-MAV-11.1	*
LA-PBCR-11	*
LA-ROP-11.1	*
LA-SDB2-11	*

* The forms will be used with SEC registered products and are exempt from scoring.



Michael McCauley
Assistant Vice President

June 23, 2011

Date

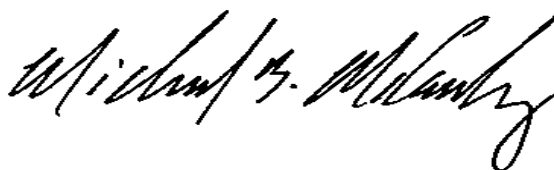
STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Hartford Life and Annuity Insurance Company

Form Titles: Contract Specifications, Guaranteed Minimum Withdrawal Benefit Plus Rider II (Joint Life/Spousal), Guaranteed Minimum Withdrawal Benefit Plus Rider II (Single Life), Maximum Anniversary Value Death Benefit Rider IV, Premium Based Charge Rider, Return of Premium Death Benefit Rider IV, Standard Death Benefit Rider II

Form Numbers: SP-OSHA-11, LA-GMWBJP-11.1, LA-GMWBS-11.1, LA-MAV-11.1, LA-PBCR-11, LA-ROP-11.1, LA-SDB2-11

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Michael McCauley
Assistant Vice President

June 23, 2011
Date

STATEMENT OF VARIABLES

Hartford Life and Annuity Insurance Company
Guaranteed Minimum Withdrawal Benefit Plus Rider II - Joint Life/Spousal
Form Number: LA-GMWBJP-11.1
June 17, 2011

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[Not Applicable]	This is the potential percentage of the Annual Payment Base Cap. When this rider is initially offered, the Annual Payment Base Cap will not be applicable. Our Company may decide in the future to prospectively have a cap between 1% and 25%.
Page 1	[10 th]	This is the number of contract anniversaries. When this rider is initially offered, the number will be 10 th contract anniversaries. Our company may decide in the future to change the years prospectively between 0 and 20.
Page 1	[59 ½]	This is the earliest age that a Contract Owner is able to withdraw Lifetime Benefit Payments under the rider provisions. Our Company may decide in the future to change this minimum age prospectively to an age between 55 and 75.
Pages 2, 3	[90 th]	This is the maximum age that the annual Market Increase will be calculated. The 90th birthday is the maximum age for this calculation when this rider is initially offered but Our Company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 2	[81]	This is the maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. Our Company may decide in the future to change the maximum age prospectively to an age between 70 and 90.
Pages 2, 4	[4.5%]	This is the percentage used to determine your Threshold Payment amount prior to the Lifetime Income Eligibility Date. When this rider is initially offered, the percentage will be 4.5% (Joint) of the Payment Base. Our company may decide in the future to change the percentage limits prospectively between 3% and 10%.
Page 2	[59 ½ - 90+]	These age bands, in conjunction with the WP, are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, there will be one age bands, 59 ½ to 90. Our Company may decide in the future to change this band's ages or add more bands prospectively using ages between 55 and 105.
Page 2	[4.5%]	These percentages are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, the percentage will be 4.5% (Joint) of the Payment Base based on the youngest Covered Life's attained age. Our

		company may decide in the future to change the minimum and maximum percentage limits prospectively between 3% and 10%.
Pages 3, 4, 5	[\$5,000,000]	This is the maximum level for the Payment Base when the rider is initially offered. Our Company may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
Page 3	[6%]	This is the percentage used to determine the amount of Deferral Credit. When this rider is initially offered, the percentage will be 6% of the Deferral Credit Base. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 9	[6] Months	This is the number of months used under the Covered Life Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Covered Life. When the rider is initially offered, the number of months will be 6 but Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 10	[5]	The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. Our Company may decide in the future to change the number of days prospectively between zero (0) and thirty (30) days.
Page 10	[1st] Contract Anniversary	This is the anniversary the rider is inforce initially before We require approval for subsequent Premiums. Our Company may decide in the future to change the anniversary prospectively between 1st and 5th.
Page 10	[\$100,000]	This is the premium amount that is the maximum amount accepted after the rider is inforce when the rider is initially offered. Our Company may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
Page 11	[10] Days	This is the number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10 but Our Company may decide in the future to change the number of days prospectively between 3 and 60.
Page 13	[0.50%]	This is the minimum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.10% and 0.75%.
Page 13	[3.00%]	This is the maximum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.50% and 3.00%.
Page 13	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

Hartford Life and Annuity Insurance Company
Guaranteed Minimum Withdrawal Benefit Plus Rider II - Single Life
Form Number: LA-GMWBSP-11.1
June 17, 2011

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[Not Applicable]	This is the potential percentage of the Annual Payment Base Cap. When this rider is initially offered, the Annual Payment Base Cap will not be applicable. Our Company may decide in the future to prospectively have a cap between 1% and 25%.
Page 1	[10 th]	This is the number of contract anniversaries. When this rider is initially offered, the number will be 10 th contract anniversaries. Our company may decide in the future to change the years prospectively between 0 and 20.
Page 1	[59 ½]	This is the earliest age that a Contract Owner is able to withdraw Lifetime Benefit Payments under the rider provisions. Our Company may decide in the future to change this minimum age prospectively to an age between 55 and 75.
Pages 1, 2	[90 th]	This is the maximum age that the annual Market Increase will be calculated. The 90th birthday is the maximum age for this calculation when this rider is initially offered but Our Company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 2	[81]	This is the maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. Our Company may decide in the future to change the maximum age prospectively to an age between 70 and 90.
Pages 2, 4	[5.0%]	This is the percentage used to determine your Threshold Payment amount prior to the Lifetime Income Eligibility Date. When this rider is initially offered, the percentage will be 5% (Single) of the Payment Base. Our company may decide in the future to change the percentage limits prospectively between 3% and 10%.
Page 2	[59 ½ - 90+]	These age bands, in conjunction with the WP, are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, there will be one age band, 59 ½ to 90. Our Company may decide in the future to change this bands ages or add more bands prospectively using ages between 55 and 105.
Page 2	[5.0%]	These percentages are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, the percentage will be 5% (Single) of the Payment Base based on the oldest Covered Life's attained age. Our

		company may decide in the future to change the minimum and maximum percentage limits prospectively between 3% and 10%.
Pages 3, 4, 5	[\$5,000,000]	This is the maximum level for the Payment Base when the rider is initially offered. Our Company may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
Page 3	[6%]	This is the percentage used to determine the amount of Deferral Credit. When this rider is initially offered, the percentage will be 6% of the Deferral Credit Base. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 9	[6] Months	This is the number of months used under the Covered Life Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Covered Life. When the rider is initially offered, the number of months will be 6 but Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 10	[5]	The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. Our Company may decide in the future to change the number of days prospectively between zero (0) and thirty (30) days.
Page 10	[1st] Contract Anniversary	This is the anniversary the rider is inforce initially before We require approval for subsequent Premiums. Our Company may decide in the future to change the anniversary prospectively between 1st and 5th.
Page 10	[\$100,000]	This is the premium amount that is the maximum amount accepted after the rider is inforce when the rider is initially offered. Our Company may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
Page 11	[10] Days	This is the number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10 but Our Company may decide in the future to change the number of days prospectively between 3 and 60.
Page 13	[0.50%]	This is the minimum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.10% and 0.75%.
Page 13	[3.00%]	This is the maximum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.50% and 3.00%.
Page 13	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life and Annuity Insurance Company
Maximum Anniversary Value Death Benefit Rider IV
Form Number: LA-MAV-11.1
June 17, 2011**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1, 3, 4, 5	[81st]	This is the age at which we will no longer capture the Anniversary Value for determining the Maximum Anniversary Value. Our Company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 1	[12] Months	This is the number of months used to determine when prior approval is needed for Premium Payments made to contracts with this Rider. Our Company may decide in the future to change the number of months prospectively between 6 and 24 months.
Page 1	[0%]	This is the percentage used to determine your Partial Surrender Limit. When this rider is initially offered, the percentage will be 0% of the DB amount. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 1	[5%]	This is the percentage used to determine your Transfer Limit. When this rider is initially offered, the percentage will be 5% of the greater of Premium Payments or Maximum Anniversary Value. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 3	[75]	This is the age at which the Spousal Continuation option under the rider can no longer be utilized. Our company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 4	[6] Months	This is the number of months used under the Ownership Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Owner. Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 5	[quarterly]	This is the frequency in which the Contract Value will be re-balanced to satisfy the rider Investment Restrictions. Our Company may decide in the future to change the frequency prospectively between monthly and annually.
Page 6	[1.50%]	This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0% and 1.50%.
Page 6	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life and Annuity Insurance Company
Return of Premium Death Benefit Rider IV
Form Number: LA-ROP-11.1
June 17, 2011**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[0%]	This is the percentage used to determine your Partial Surrender Limit. When this rider is initially offered, the percentage will be 0% of the DB amount. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 1	[12] Months	This is the number of months used to determine when prior approval is needed for Premium Payments made to contracts with this Rider. Our Company may decide in the future to change the number of months prospectively between 6 and 24 months.
Page 1	[5%]	This is the percentage used to determine your Transfer Limit. When this rider is initially offered, the percentage will be 5% of Premium Payments. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 3	[80]	This is the age at which the Spousal Continuation option under the rider can no longer be utilized. Our company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 4	[6] Months	This is the number of months used under the Ownership Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Owner. Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 4	[quarterly]	This is the frequency in which the Contract Value will be re-balanced to satisfy the rider Investment Restrictions. Our company may decide in the future to change the frequency prospectively between monthly and annually.
Page 5	[5th]	This is the number of years used under the Termination of the Death Benefit provision to determine one of the applicable ranges for the contract owner to discontinue the rider. Our company may decide in the future to change the year prospectively between 1st and the 10th.
Page 6	[0.75%]	This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0.20% and 0.75%.
Page 6	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life and Annuity Insurance Company
Individual Flexible Premium Variable Annuity Contract Specifications
Form Number: SP-OSHA-11
June 17, 2011**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
3	MINIMUM SUBSEQUENT PAYMENT [\$500]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from \$50 - \$1000.
3	SEPARATE ACCOUNT: [SEPARATE ACCOUNT SEVEN]	For new issues, we may change the bracketed name that is currently displayed to show the name of another valid Separate Account of Our Company.
3	MORTALITY AND EXPENSE RISK CHARGE: [0.50%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 1.35%.
3	ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 0.25%.

3	ANNUAL MAINTENANCE FEE: \$[0] IF THE CONTRACT VALUE IS \$[50,000] OR MORE ON THE CONTRACT ANNIVERSARY. \$[50] IF THE CONTRACT VALUE IS LESS THAN \$50,000 ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED	For new issues, we may change the bracketed amount displayed to another amount ranging from \$0 - \$50.. For new issues, we may change the bracketed amount to display another amount ranging from \$25,000 to \$75,000.														
3	PREMIUM BASED CHARGE: WE WILL APPLY AN ANNUAL PREMIUM BASED CHARGE AGAINST EACH PREMIUM PAYMENT MADE TO THIS CONTRACT. THE PREMIUM CHARGE WILL APPLY TO EACH PREMIUM PAYMENT THAT HAS BEEN INVESTED FOR [7] YEARS OR LESS. AN ANNUAL PREMIUM BASED CHARGE SHOWN BELOW WILL BE DEDUCTED FROM THE CONTRACT VALUE ON THE CONTRACT ANNIVERSARY BASED ON REMAINING GROSS PREMIUMS. EACH PREMIUM PAYMENT HAS ITS OWN [7] YEAR PREMIUM BASED CHARGE SCHEDULE AND IS ASSIGNED A PREMIUM BASED CHARGE BREAKPOINT AMOUNT BASED ON THE CURRENT DEPOSIT PLUS THE GREATER OF: A) THE TOTAL BALANCE AS OF THE IMMEDIATELY PRECEDING VALUATION DATE; OR B) CUMULATIVE DEPOSITS PREVIOUSLY RECEIVED LESS PRIOR WITHDRAWALS, BUT NOT LESS THAN ZERO. .	For new issues, we may change the bracketed number of contract years that is currently displayed to other years ranging from 0 – 8.														
3	<p>[7] Year Premium Based Charge will apply to each Premium Payment</p> <table><tr><td><u>PREMIUM BASED CHARGE BREAKPOINT AMOUNT</u></td><td><u>[7] YEAR PREMIUM BASED CHARGE</u></td></tr><tr><td>[\$0 - \$49,999.99]</td><td>[0.71%]</td></tr><tr><td>[\$50,000.00 - \$99,999.99]</td><td>[0.64%]</td></tr><tr><td>[\$100,000.00 - \$249,999.99]</td><td>[0.50%]</td></tr><tr><td>[\$250,000.00 - \$499,999.99]</td><td>[0.35%]</td></tr><tr><td>[\$500,000.00 - \$999,999.99]</td><td>[0.28%]</td></tr><tr><td>[\$1,000,000.00+]</td><td>[0.17%]</td></tr></table>	<u>PREMIUM BASED CHARGE BREAKPOINT AMOUNT</u>	<u>[7] YEAR PREMIUM BASED CHARGE</u>	[\$0 - \$49,999.99]	[0.71%]	[\$50,000.00 - \$99,999.99]	[0.64%]	[\$100,000.00 - \$249,999.99]	[0.50%]	[\$250,000.00 - \$499,999.99]	[0.35%]	[\$500,000.00 - \$999,999.99]	[0.28%]	[\$1,000,000.00+]	[0.17%]	<p>For new issues, we may change the bracketed number of contract years that is currently displayed to other years ranging from 0 – 8.</p> <p>For new issues, we may change the bracketed amount displayed to other ranges from \$0 - \$2,000,000.</p> <p>For new issues, we may change the bracketed amount displayed to another amount ranging from 0.0% - 1.50%.</p>
<u>PREMIUM BASED CHARGE BREAKPOINT AMOUNT</u>	<u>[7] YEAR PREMIUM BASED CHARGE</u>															
[\$0 - \$49,999.99]	[0.71%]															
[\$50,000.00 - \$99,999.99]	[0.64%]															
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[\$250,000.00 - \$499,999.99]	[0.35%]															
[\$500,000.00 - \$999,999.99]	[0.28%]															
[\$1,000,000.00+]	[0.17%]															

3A	<p>CONTINGENT DEFERRED SALES CHARGE (CDSC): WE MAY ASSESS A CDSC WHEN YOU REQUEST A FULL OR PARTIAL SURRENDER. THE CDSC IS BASED ON THE AMOUNT YOU CHOOSE TO SURRENDER AND HOW LONG YOUR PREMIUM PAYMENTS HAVE BEEN IN THE CONTRACT. EACH PREMIUM PAYMENT HAS ITS OWN CDSC SCHEDULE AND IS ASSIGNED A CDSC BREAKPOINT AMOUNT BASED ON THE CURRENT DEPOSIT PLUS THE GREATER OF: A) THE TOTAL BALANCE AS OF THE IMMEDIATELY PRECEDING VALUATION DATE; OR B) CUMULATIVE DEPOSITS PREVIOUSLY RECEIVED LESS PRIOR WITHDRAWALS, BUT NOT LESS THAN ZERO. .</p> <p>IF A SUBSEQUENT PREMIUM PAYMENT BRINGS THE CUMULATIVE TOTAL TO A NEW BREAKPOINT, ONLY THAT PREMIUM PAYMENT WILL RECEIVE THE NEW BREAKPOINT CDSC. THE PRIOR PREMIUM PAYMENT(S) WILL MAINTAIN THE ORIGINAL BREAKPOINT CDSC APPLIED AT THE TIME SUCH PREMIUM PAYMENT(S) WAS PAID. PREMIUM PAYMENTS ARE SURRENDERED IN THE ORDER IN WHICH THEY ARE RECEIVED. AMOUNTS WITHDRAWN IN EXCESS OF THE AWA ARE SUBJECT TO CDSC. THE AMOUNT ASSESSED A CDSC WILL NOT EXCEED YOUR REMAINING GROSS PREMIUMS AS DEFINED ABOVE. NO CDSC WILL BE ASSESSED IF ONLY THE AWA IS TAKEN, OR ELIGIBILITY REQUIREMENTS ARE MET FOR THE WAIVER OF THE CDSC.</p> <p>FOR ANY SURRENDER, THE AMOUNT SUBJECT TO CDSC WILL BE CALCULATED AT THE TIME OF WITHDRAWAL BY DIVIDING (A) BY (B) MULTIPLIED BY (C) WHERE:</p> <p>(A) = THE GROSS WITHDRAWAL AMOUNT MINUS THE AWA</p> <p>(B) = THE CONTRACT VALUE MINUS THE AWA</p> <p>(C) = THE RGP SUBJECT TO CDSC</p> <p>THE PERCENTAGES USED TO CALCULATE THE CDSC ARE EQUAL TO:</p> <p style="text-align: center;"><u>CDSC SCHEDULE PER PREMIUM PAYMENT</u></p> <table><tr><th>CDSC Breakpoint Amount</th><th>Year 1</th><th>Year 2</th><th>Year 3</th><th>Year 4</th><th>Year 5</th><th>Year 6</th><th>Year 7</th><th>Year 8 and thereafter</th></tr><tr><td>[\$0 - \$49,999.99]</td><td>[7%]</td><td>[7%]</td><td>[7%]</td><td>[6%]</td><td>[5%]</td><td>[4%]</td><td>[3%]</td><td>[0%]</td></tr><tr><td>[\$50,000.00 - \$99,999.99]</td><td>[6.5%]</td><td>[6.5%]</td><td>[6.5%]</td><td>[5.5%]</td><td>[4.5%]</td><td>[3.5%]</td><td>[2.5%]</td><td>[0%]</td></tr><tr><td>[\$100,000.00 - \$249,999.99]</td><td>[5%]</td><td>[5%]</td><td>[5%]</td><td>[4%]</td><td>[3.5%]</td><td>[3%]</td><td>[2%]</td><td>[0%]</td></tr><tr><td>[\$250,000.00 - \$499,999.99]</td><td>[3.5%]</td><td>[3.5%]</td><td>[3.5%]</td><td>[3%]</td><td>[2.5%]</td><td>[2%]</td><td>[1%]</td><td>[0%]</td></tr><tr><td>[\$500,000.00 - \$999,999.99]</td><td>[3.%]</td><td>[3%]</td><td>[3%]</td><td>[2.5%]</td><td>[2%]</td><td>[1.5%]</td><td>[1%]</td><td>[0%]</td></tr><tr><td>[\$1,000,000.00+</td><td>[2%]</td><td>[2%]</td><td>[2%]</td><td>[1.5%]</td><td>[1.5%]</td><td>[1%]</td><td>[1%]</td><td>[0%]</td></tr></table>	CDSC Breakpoint Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 and thereafter	[\$0 - \$49,999.99]	[7%]	[7%]	[7%]	[6%]	[5%]	[4%]	[3%]	[0%]	[\$50,000.00 - \$99,999.99]	[6.5%]	[6.5%]	[6.5%]	[5.5%]	[4.5%]	[3.5%]	[2.5%]	[0%]	[\$100,000.00 - \$249,999.99]	[5%]	[5%]	[5%]	[4%]	[3.5%]	[3%]	[2%]	[0%]	[\$250,000.00 - \$499,999.99]	[3.5%]	[3.5%]	[3.5%]	[3%]	[2.5%]	[2%]	[1%]	[0%]	[\$500,000.00 - \$999,999.99]	[3.%]	[3%]	[3%]	[2.5%]	[2%]	[1.5%]	[1%]	[0%]	[\$1,000,000.00+	[2%]	[2%]	[2%]	[1.5%]	[1.5%]	[1%]	[1%]	[0%]	<p>For new issues, we may change the bracketed amount displayed to other ranges from \$0 - \$2,000,000.</p> <p>For new issues, we may change the bracketed amount displayed to other amounts ranging from 0% - 8%.</p>
CDSC Breakpoint Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 and thereafter																																																									
[\$0 - \$49,999.99]	[7%]	[7%]	[7%]	[6%]	[5%]	[4%]	[3%]	[0%]																																																									
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[\$500,000.00 - \$999,999.99]	[3.%]	[3%]	[3%]	[2.5%]	[2%]	[1.5%]	[1%]	[0%]																																																									
[\$1,000,000.00+	[2%]	[2%]	[2%]	[1.5%]	[1.5%]	[1%]	[1%]	[0%]																																																									

3B	<p>ANNUAL WITHDRAWAL AMOUNT (AWA): THE AMOUNT THAT CAN BE WITHDRAWN IN ANY CONTRACT YEAR WITHOUT INCURRING A CONTINGENT DEFERRED SALES CHARGE (CDSC). THIS EQUALS 100% OF REMAINING GROSS PREMIUMS MADE MORE THAN [7] YEAR(S) AGO PLUS THE GREATER OF (A) OR (B) WHERE:</p> <p>(A) = CONTRACT VALUE AS OF THE WITHDRAWAL DATE MINUS REMAINING GROSS PREMIUMS.</p> <p>(B) = [5%] OF PREMIUM PAYMENTS MADE DURING EACH OF THE LAST [7] YEAR(S) PRIOR TO WITHDRAWAL PER CONTRACT YEAR ON A NONCUMULATIVE BASIS.</p> <p>AWA FORMULA: AWA = REMAINING GROSS PREMIUMS NO LONGER SUBJECT TO CDSC + MAXIMUM (EARNINGS, [5%] OF PREMIUM PAYMENTS STILL SUBJECT TO CDSC) WHERE:</p> <ul style="list-style-type: none"> • REMAINING GROSS PREMIUMS (RGP) = TOTAL PREMIUM PAYMENTS – CUMULATIVE PRIOR WITHDRAWALS SUBJECT TO CDSC AT THE TIME OF WITHDRAWAL; AND • EARNINGS = MAXIMUM (CONTRACT VALUE – RGP, 0). 	<p>For new issues, we may change the bracketed number of contract years that is currently displayed to other years ranging from 0 – 8.</p> <p>For new issues, we may change the bracketed percentage that is currently displayed to another percentage ranging from 0 – 10%. However, for Charitable Remainder Trust business we may increase the percentage to 20%.</p>
3B	<p>MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.</p>	<p>For all issues, We may change the bracketed amount displayed to another amount ranging from \$2,000 - \$10,000.</p>



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

PREMIUM BASED CHARGE RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

The following definition is added to the Definition of Certain terms section of the Contract:

Premium Based Charge: The Premium Based Charge is designed to compensate us for a portion of our acquisition expenses, including promotion and distribution of the Contract. We will apply an annual Premium Based Charge against each Premium Payment made to this Contract. This charge will be deducted from the Contract Value according to the terms of this rider and as specified on page 3:

1. upon each Contract Anniversary;
2. upon a partial surrender;
3. upon full surrender of the Contract;
4. upon annuitization of the Contract; and/or;
5. upon the date of Our receipt of Due Proof of Death and upon a corresponding Death Benefit distribution if elected at a later date.

The following provision is added to the Valuation section of the Contract:

Premium Based Charge: We will apply an annual Premium Based Charge rate against each Premium Payment made to this Contract, as specified in the Contract Specifications on Page 3. The Premium Based Charge will be deducted only from Contract Value invested in Sub-Accounts. The amount of Premium Based Charges shall be determined by multiplying the Premium Based Charge stated in the Contract Specifications by (a) Contract Value invested in Sub-Accounts, divided by (b) total Contract Value minus Contract Value invested in the Fixed Account in connection with a Company sponsored dollar cost averaging program, if applicable. A proportionate number of Accumulation Units shall be taken from each Sub-Account in payment of the Premium Based Charge.

The following provision replaces the existing "**Partial Surrenders Prior to the Annuity Commencement Date**" provision in the Surrender section of the Contract:

Partial Surrenders Prior to the Annuity Commencement Date

You may request, in writing or other means acceptable to Us, a partial surrender of Contract Values at any time prior to the Annuity Commencement Date provided the Contract Value remaining after the surrender is at least equal to Our minimum amount rule shown on page 3. If the remaining Contract Value following such surrender is less than Our minimum amount rule, We may terminate the Contract and pay the Surrender Value.

The Contingent Deferred Sales Charge will be assessed against any Contract Values surrendered as described on Page 3. However, on a noncumulative basis, You may make partial surrenders during any Contract Year, up to the Annual Withdrawal Amount shown on Page 3 and the Contingent Deferred Sales Charge will not be assessed against such amounts. Surrender of Contract Values in excess of the Annual Withdrawal Amount and additional surrenders made in any Contract Year will be subject to the Contingent Deferred Sales Charge, and the prorated Premium Based Charge as described on Page 3, if applicable.

The following provision replaces the existing "Full Surrender Prior to the Annuity Commencement Date" provision in the Surrender section of the Contract:

Full Surrender Prior to the Annuity Commencement Date

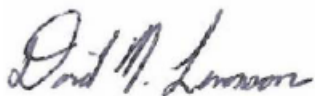
At any time prior to the Annuity Commencement Date, You have the right to terminate the Contract by submitting a written request to Us at the Administrative Office of the Company. In such event, the Surrender Value of the Contract may be taken in the form of a cash settlement.

The Surrender Value of the Contract is equal to the Contract Value less:

- a) any applicable Premium Taxes not previously deducted;
- b) the Annual Maintenance Fee as specified on Page 3;
- c) the Premium Based Charge as specified on Page 3;
- d) any applicable Contingent Deferred Sales Charge shown on Page 3.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*

]

SERFF Tracking Number: FRCS-127284907 State: Arkansas

Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49129

Company Tracking Number: 5558

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: OShare Variable Annuity Riders

Project Name/Number: Hartford/62/62

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/22/2011	Form	Premium Based Charge Rider	08/04/2011	LA-PBCR-11.pdf (Superseded)
06/21/2011	Supporting Life & Annuity Document	Life & Annuity - Acturial Memo	08/04/2011	CW LA GMWB - ACT MEMO.pdf CW LA SDB,MAV,ROP - ACT MEMO.pdf CW LA OSHARE - ACT MEMO.pdf (Superseded)



Hartford Life and Annuity Insurance Company
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PREMIUM BASED CHARGE RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

The following definition is added to the Definition of Certain terms section of the Contract:

Premium Based Charge: The Premium Based Charge is designed to compensate us for a portion of our acquisition expenses, including promotion and distribution of the Contract. We will apply an annual Premium Based Charge against each Premium Payment made to this Contract. This charge will be deducted from the Contract Value according to the terms of this rider and as specified on page 3:

1. upon each Contract Anniversary;
2. upon a partial surrender;
3. upon full surrender of the Contract;
4. upon annuitization of the Contract; and/or;
5. upon the date of Our receipt of Due Proof of Death and upon a corresponding Death Benefit distribution if elected at a later date.

The following provision is added to the Valuation section of the Contract:

Premium Based Charge: We will apply an annual Premium Based Charge against each Premium Payment made to this Contract, as specified on Page 3. The Fixed Account and Sub-Account portions of the Contract Value at the time of the Premium Based Charge deduction will be used to determine the prorated Separate Account and Fixed Account portions of the charge. The Fixed Account portion of the charge will be waived. The Separate Account portion of the charge will be deducted from the Contract Value by reducing the number of Accumulation Units from the Sub-Accounts held as of that date. The number of Accumulation Units deducted from each Sub-Account is determined by dividing the pro-rata portion of the Premium Based Charge by the value of an Accumulation Unit for the applicable Sub-Account.

The following provision replaces the existing "**Partial Surrenders Prior to the Annuity Commencement Date**" provision in the Surrender section of the contract:

Partial Surrenders Prior to the Annuity Commencement Date

You may request, in writing or other means acceptable to Us, a partial surrender of Contract Values at any time prior to the Annuity Commencement Date provided the Contract Value remaining after the surrender is at least equal to Our minimum amount rule shown on page 3. If the remaining Contract Value following such surrender is less than Our minimum amount rule, We may terminate the contract and pay the Surrender Value.

The Contingent Deferred Sales Charge will be assessed against any Contract Values surrendered as described on Page 3. However, on a noncumulative basis, You may make partial surrenders during any Contract Year, up to the Annual Withdrawal Amount shown on Page 3 and the Contingent Deferred Sales Charge will not be assessed against such amounts. Surrender of Contract Values in excess of the Annual Withdrawal Amount and additional surrenders made in any Contract Year will be subject to the Contingent Deferred Sales Charge, and the prorated Premium Based Charge as described on Page 3, if applicable.

The following provision replaces the existing "Full Surrender Prior to the Annuity Commencement Date" provision in the Surrender section of the contract:

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At any time prior to the Annuity Commencement Date, You have the right to terminate the contract by submitting a written request to Us at the Administrative Office of the Company. In such event, the Surrender Value of the contract may be taken in the form of a cash settlement.

The Surrender Value of the contract is equal to the Contract Value less:

- a) any applicable Premium Taxes not previously deducted;
- b) the Annual Maintenance Fee as specified on Page 3;
- c) the Premium Based Charge as specified on Page 3;
- d) any applicable Contingent Deferred Sales Charge shown on Page 3.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*

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